



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)



Begin Date 04/01/2013	End Date 03/31/2018	Agency Tracking # 32101-00124	Edison Record ID 36239		
Contractor Legal Entity Name Jones Lang LaSalle			Edison Vendor ID 0000150154		
Service Caption (one line only) Facilities Management Services					
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013			325,000		325,000
2014			66,035,000		66,035,000
2015			66,035,000		66,035,000
2016			66,035,000		66,035,000
2017			66,035,000		66,035,000
2018			66,035,000		66,035,000
TOTAL:			\$ 330,500,000		\$ 330,500,000
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Ownership/Control <input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input checked="" type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Ronald N. Plum				OCR USE - FA	



Contract # 36239
Supplemental Funding Sheet
Jones Lang LaSalle

	Interdept Total	501.01	501.03
FY 2013	325,000	325,000	-
FY 2014	66,035,000	58,936,300	7,098,700
FY 2015	66,035,000	58,936,300	7,098,700
FY 2016	66,035,000	58,936,300	7,098,700
FY 2017	66,035,000	58,936,300	7,098,700
FY 2018	66,035,000	58,936,300	7,098,700
Total	330,500,000	295,006,500	35,493,500



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
AND
JONES LANG LASALLE AMERICAS, INC.**

This Contract, by and between the State of Tennessee, Department of General Services , hereinafter referred to as the "State" and Jones Lang LaSalle Americas, Inc., hereinafter referred to as the "Contractor," is for the provision of Facilities Management Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Maryland
Contractor Edison Registration ID # Number 0000150154

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables (the "Services") as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Subject to the terms and conditions of this Contract, the Services shall be provided in a good and efficient manner consistent with State's usage and image, using the standard of care and diligence as is customary for professional providers of like services within the commercial real estate services industry. Contractor shall comply with all laws applicable to Contractor with respect to the rendering of the Services. Contractor shall maintain all licenses and permits required to perform the Services.
- A. 3. Definitions.

The following terms used in this Contract have the meanings provided below:

- a. "Affiliate" means any Person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.
- b. "Commencement Date" means the date that Contractor implements its start up operations and will be the day immediately following the end of the Transition Period.
- c. "Contractor Employee" means an employee of Contractor or any of its Affiliates, to the extent employed for the purpose of rendering any one or more of the Services.
- d. "Contract Year" shall mean each 365 or 366, as applicable, day period from and after the date this Contract commences (the "Commencement Date"), with the first Contract Year commencing on the Commencement Date and expiring at 11:59 p.m. Central Time on the day immediately preceding the first anniversary of the Commencement Date, and each Contract Year thereafter beginning on each successive anniversary of the Commencement Date and expiring at 11:59 p.m. Central Time on the day immediately preceding the next anniversary thereof.
- e. "Effective Date" means the date that this Contract has been fully executed and all State required approvals have been obtained as set forth in Section D.1.



- f. "Facilities" means those facilities and other properties of State that are listed in Contract Attachment 2. From time to time the Parties shall update Contract Attachment 2 so that it remains an accurate listing in accordance with Section D.2. of this Contract.
- g. "Person" means any natural person, joint venture, general partnership, limited partnership, trust, business trust, cooperative, association, limited liability company, corporation, or other entity.
- h. "Services" means the services to be performed by Contractor pursuant to this Contract.
- i. "Subcontractor" means a Person engaged by Contractor as an independent contractor to perform one or more of the Services.
- j. "Transition Period" means the period during which time Contractor will use commercially reasonable efforts to implement its start-up operations and the transition of Services to Contractor.
- k. "Vendor" means a Person engaged by Contractor as an independent contractor to provide a product, as opposed to a service (which may include supplying a product), needed for Contractor to perform the Services.

A. 4. Contractor Employees.

a. Furnishing of Contractor Employees.

- (1) Generally. Contractor shall perform the Services through able, qualified and trained Subcontractors, Vendors and Contractor Employees including, without limitation, supervisory and support personnel, in sufficient number to properly render the Services in the manner required by this Contract. Except as provided in Section A. 4.b, Contractor shall have the exclusive right to hire, direct, discipline, compensate and terminate Contractor Employees, and shall exercise complete and exclusive control over the conduct of Contractor Employees. Contractor shall fully comply with all applicable laws relating to workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee matters with respect to Contractor Employees.
- (a) Transition of Employees to Contractor. (i) During the Transition Period and from time to time during the Term when additional Facilities or Services are added to this Contract, Contractor shall interview and consider for employment any current, qualified employees of State who submit an employment application and have been providing services to State similar to the Services required of Contractor under this Contract at the affected Facilities (each, an "Impacted Employee"). State shall provide to Contractor a list of Impacted Employees by respective Facility within 30 days of execution of this Contract and at least 30 days before any additional Facilities or Services are added to this Contract. Contractor shall extend an offer to those Impacted Employees determined by Contractor to be qualified, suitable and required for Contractor's performance of the Services based upon the scope of Services, Contractor's labor requirements and conditioned upon successful completion of Contractor's pre-hire screening process, all as determined



by Contractor in its sole and absolute discretion. Contractor shall have no obligation to hire any Impacted Employee.

- (i) In the event that Contractor shall elect to extend an offer of employment to an Impacted Employee, such offer shall be made in writing. The Impacted Employees accepting employment with Contractor and successfully completing Contractor's pre-hire screening process are referred to herein collectively as the "Transitioned Employees."
 - (ii) State shall furnish, and shall cause its employees and agents to furnish, at its own expense, all information and cooperation including, without limitation, the cooperation of State's legal, operations, maintenance, construction, accounting, tax, benefits, environmental, finance and insurance departments reasonably required by Contractor with respect to its hiring of the Transitioned Employees. State shall allow Contractor reasonable access to the Transitioned Employees in order to allow for an orderly transition of their employment to Contractor.
- b. Contractor Employee Matters. Contractor will pay all salaries, wage, payroll and other taxes, fees, workers compensation insurance and other charges or insurance levied or required by any federal, state, or local law, statute, regulation or ordinance relating to the employment of Contractor Employees. State shall not be deemed a party to any agreement which is now or hereafter may be in effect with respect to Contractor Employees or participate in the making of any decisions as to compensation, hours or other working conditions of Contractor Employees. If requested by State in writing, Contractor shall replace any Contractor Employee who State reasonably believes may be engaged in improper conduct, is in the reasonable opinion of State unqualified to perform assigned duties or has violated any material, established, generally applicable procedure regarding State security or confidentiality, provided that Contractor shall not be required to take any action that violates legal requirements. State's written request shall state the facts underlying the State's belief and opinion above. State shall withdraw the request if Contractor or the Contractor Employee rebut the belief or opinion to State's reasonable satisfaction. State may also at its option deny entry and access to a Facility to any such Contractor Employee.
- c. Non-solicitation of Employees. During the Term each party agrees not to, directly or indirectly, solicit, hire or engage, or arrange for or attempt to arrange for or persuade any other person to solicit, hire or engage, any employee of the other party while employed by such other party and for a period of twelve (12) months after the termination of such employment, including engaging such employee or former employee as an independent contractor or as an employee, without the prior written consent of the other party. Notwithstanding the foregoing, this prohibition shall not apply to: (a) a general solicitation for employment or search for employees by a party through the use of advertisements in the media (including trade media) or by engaging search firms to engage in searches that are not specifically directed by a party to employees of the other party; (b) hiring any such employees who respond to a general solicitation; and (c) hiring persons who have, unilaterally and on their own accord, approached by State or Contractor rather than vice versa about potential employment opportunities.



- (1) Notwithstanding the foregoing, after termination or expiration of this Agreement State may solicit, hire or engage any employee of Contractor performing Services on a full-time basis at the time of termination or expiration of this Contract. Contractor shall waive its rights, if any, under contracts with such employees restricting the ability of such personnel to be recruited or hired by State. Contractor shall provide State with reasonable assistance in its efforts to hire such employees, and shall give State reasonable access to such employees for interviews, evaluations and recruitment. State shall conduct the above-described hiring activity in a manner that is not disruptive of the performance by Contractor and Contractor Employees of their obligations under this Contract. Contractor shall have the right to offer continued employment to any such employees.
- d. Alliance Director; Transition Management Team. Contractor shall employ a manager of the Services (the "Contractor Alliance Director") who shall function as Contractor's primary representative in connection with matters relating to this Contract. During the Transition Period, Contractor will staff an alliance transition management team (the "Transition Management Team"), which will be led by the Contractor Alliance Director, to supervise such transition and provide oversight on all aspects of the relationship. The Transition Management Team is intended to provide for a seamless transfer of management responsibilities to the dedicated Contractor Employees who will provide the on-going Services under this Contract.
- e. State Office Space and Office Equipment. In connection with Contractor's rendering of the Services, State shall provide Contractor Employees, at State's expense at State locations where Contractor Employees are assigned, such office space, office furniture, telephones (equipment, hook-up, line charges and cabling), office supplies, certain specified agreed-upon computer hardware, software and upgrades including e-mail access to State personnel and Internet connectivity, copiers, facsimile machines and other existing office equipment, furniture and materials, as may be reasonably necessary for Contractor's performance of the Services, both during the Transition Period and throughout the Term.

A. 5. Reports.

- a. Reports Generally. Contractor shall prepare on an accurate and timely basis, and submit to State, the reports specified in this Section and Contract Attachment 5. Contractor shall meet as requested by State from time to time to review and discuss any reports submitted by Contractor hereunder, to answer questions and provide supporting detail and other data, and to revise and correct any reports as may be necessary in order to make such reports accurate and complete.
- b. Ad Hoc Reporting and Costs. If State requests Contractor to provide financial or other property data reports beyond those specified in this Section A.5. and Contract Attachment 5 there shall be no extra charge to State for such additional reports provided (i) Contractor Employees with the appropriate skill set and capacity are available to produce such reports, (ii) such reports can be produced by Contractor using the data fields and ad hoc reporting capabilities of the computer software platforms contemplated by this Section A.5. and Contract Attachment 5, and (iii) no data supplementation or manual reporting (i.e., Excel or Word reports requiring data entry or manipulation outside of the computer software platforms) is required. If State requests financial or other property data reports for which an additional charge is permitted under this Section, then (a) Contractor shall advise State in advance that such



report will require an additional charge and provide a good faith estimate of the incremental cost to Contractor to produce such reports, and (b) if State approves in writing the preparation of such reports and the associated cost estimate, State shall pay Contractor for the additional charge to produce such reports.

- c. Final Report. Within sixty (60) days following termination of this Contract, Contractor shall deliver to State a final report that includes a calculation of the balance of any compensation due and payable to Contractor or of any refund due and payable to State. A Party owing any money on the basis of such final report shall promptly pay the sum due. Subject to Section E.21., Contractor shall also deliver to State all documents, books, records, equipment, materials, disks and related items associated with the performance of the Services and other property of State in the possession of Contractor, but Contractor may retain copies thereof.

A. 6. Subcontractors and Vendors.

- a. Subcontractors. On or before the Commencement Date, State shall provide a list of the third party contracts entered into by State prior to the Effective Date with respect to the management, operation and maintenance of the Facilities (“Third Party Contracts”). Within thirty (30) days of the Effective Date, the Parties shall review the Third Party Contracts (and any other contracts or work in progress) as part of the Transition Plan to mutually determine which Third Party Contracts shall be (i) terminated (the “Terminated Contracts”), (ii) managed by Contractor (the “Managed Contracts”) or (iii) assigned to Contractor (the “Assigned Contracts”) in connection with the performance of the facilities management Services. To the extent permitted by such contract, State shall exercise State’s right to terminate the Terminated Contracts on or before the Commencement Date. If the effective termination date of any Terminated Contract is scheduled to occur after the Commencement Date, such Terminated Contract shall be treated as a Managed Contract until the effective termination date thereof. Subject to State, with assistance from Contractor, obtaining any required consents and releases from the contractors under the Assigned Contracts on terms and conditions reasonably satisfactory to State and Contractor, State shall assign to Contractor, and Contractor shall assume and agree to perform all obligations related to, the Assigned Contracts effective as of the Effective Date. If State is unable to obtain the required consent prior to the Effective Date, the affected Assigned Contracts shall be deemed to be Managed Contracts. State with assistance from Contractor shall continue to use commercially reasonable efforts to obtain the required consent and, if such consent is received, such Managed Contracts shall be assigned to Contractor.
- b. Contractor Contracts. Contractor shall enter into subcontracts (the “Contractor Contracts”) with Subcontractors in accordance with the terms and provisions of this Section A. 6.
 - (1) Contractor Contracts shall not be inconsistent with the terms and conditions of this Contract. Subcontractors shall be selected by Contractor in its discretion, based on Contractor’s due diligence and customary contracting requirements, provided, that Contractor shall be responsible for the Subcontractors as set forth in this Contract.
 - (2) Notwithstanding the subcontracting of any portion of the services by Contractor, Contractor shall remain State’s sole point of contact with respect to the Services.
 - (3) All Contractor Contracts shall: (i) be in the name of and executed by Contractor; (ii) identify State as a third party beneficiary and permit the assignment of the



Contractor Contracts, at State's option, to State or State's nominee, without Subcontractors' consent; (iii) include a provision for cancellation by Contractor upon not more than thirty (30) days written notice (or such longer period approved by State); (iv) require that all Subcontractors maintain appropriate insurance coverage; (v) require that all Subcontractors agree to indemnify, defend and hold Contractor and State harmless from any and all liability arising from the negligent performance of Subcontractors' services under the Contractor Contracts; (vi) provide that all warranties provided by Subcontractors under the Contractor Contracts shall be expressly for the benefit of, and shall be enforceable by, State (or Contractor on State's behalf). In the event the Subcontractor requires a limitation on its liability and such limitation is less than the limitation on liability customary in the Subcontractor's industry, Contractor shall notify State. In addition, Contractor shall include in the Contractor Contracts terms and conditions that are consistent in all material respects with the provisions of this Contract applicable to such Subcontractors.

- c. Assigned Contracts. Contractor shall be responsible for Assigned Contracts to the same extent Contractor is responsible for Contractor Contracts, subject to the terms and provisions of this Section A. 6c. Notwithstanding any requirements of this Contract to the contrary, State acknowledges and agrees that the terms and conditions of any of Assigned Contracts are acceptable to State. To the extent that the terms and conditions of an Assigned Contract are inconsistent with Contractor's obligations under this Contract, the terms and conditions of the Assigned Contract shall control until such time as the Assigned Contract expires or is terminated by Contractor. If Contractor terminates any Assigned Contract, Contractor shall pay all applicable termination or cancellation charges due to the Subcontractor that exceed any such amounts that would have been due if such Assigned Contract had been terminated rather than assigned during Transition.
- d. Managed Contracts. Contractor shall manage, on State's behalf, the Managed Contracts in accordance with the terms and provisions of this Section A. 6.d.
 - (1) Contractor shall have the oversight and administrative responsibility for the Managed Contracts as set forth in this section A.6.d. As reasonably requested by Contractor from time to time, State will provide Contractor with a signed letter of authority in the form to be mutually agreed by the Parties. Contractor shall comply with those duties imposed on State under the Managed Contracts, and shall not violate the terms of the Managed Contracts.
 - (2) Any and all contractual remedies under the Managed Contracts shall be exercised solely by State (or by Contractor at State's written direction), and only State will have the right to send legal notices or institute legal actions under the Managed Contracts. If any contractual issues or disputes, including but not limited to, performance of services, payment obligations, or potential or actual breaches of any Managed Contract arise during the term of the Managed Contract, Contractor shall: (i) communicate to State in writing providing a detailed explanation of the dispute; and (ii) meet with State to discuss appropriate actions to pursue to resolve the dispute and Contractor shall provide options for consideration by State. State, in its sole discretion, will determine how to resolve the dispute and Contractor will assist State to resolve the dispute as solely determined by State.
 - (3) Except as may otherwise be agreed in writing with respect to particular Managed Contracts, Contractor shall:



- (a) Monitor and review performance by the third party providers under the Managed Contracts, alert State to any material discrepancies between actual and required performance, seek corrective action by such third party vendors, request applicable credits (which are payable to State) and follow through on such actions. Contractor shall promptly notify State of any breach of, or misuse or fraud in connection with, the Managed Contracts and shall cooperate with State to prevent or stay any such breach, misuse or fraud.
 - (b) Provide State with at least ninety (90) days prior notice of any renewal, termination or cancellation dates and associated fees in respect of the Managed Contracts. Any modification, termination, or cancellation fees or charges imposed in connection with any such modification, termination or cancellation shall be paid by State, except to the extent any fee or charge is caused by or results from a failure of Contractor to meet its obligations under this Section, unless expressly approved in advance and in writing by State, including Contractor's failure to notify State of a renewal, termination, or cancellation date, in which case such fees and charges shall be paid by Contractor.
- (4) Maintain all information required to make claims on warranties for the Managed Contracts and shall timely file all warranty claims on behalf of State.
- (5) Provide such assistance as may be requested by State in consolidating or modifying the Managed Contracts.
- (6) Report to State and address and resolve any performance issues or discrepancies under the Managed Contracts.
- (7) Contractor shall be responsible for liability resulting from a breach or default under the Managed Contracts, to the extent such liability arises from Contractor's failure to perform or observe Contractor's obligations under this Section. In addition, Contractor shall be responsible for fees, penalties or fines due to Contractor's failure to satisfy its obligations under this Contract with respect to the management of the Managed Contracts.
- e. Discounts and Rebates. Contractor agrees that State shall receive the benefit of all discounts and rebates obtainable by Contractor in its management of the Facilities. Contractor shall approve and process all bills and/or invoices so as take full advantage of all early payment discounts and rebates but shall not be responsible for any loss of discount or rebate due to the timing of funding by State.
- f. Indemnity for Subcontractors. Contractor shall be solely responsible for the proper selection, management, administration and supervision of Subcontractors and shall enforce the performance by Subcontractors of all their obligations under the Contractor Contracts, and under the Managed Contracts and Assigned Contracts for events occurring on or after the Commencement Date (including, without limitation, the obligations of Subcontractors to indemnify State for all damages, liabilities, losses and claims arising from the acts and omissions of Subcontractors). Contractor shall indemnify, defend and hold harmless State and its officers, directors, employees, agents, successors and assigns from and against any and all third party damages, judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of



or relate to any and all claims as a result of Contractor's failure to properly select, manage, administer and supervise the Subcontractors or to enforce Subcontractor's obligations under the Contractor Contracts, and under the Managed Contracts or Assigned Contracts for events occurring on or after the Commencement Date.

- g. Community Rehabilitation Agency of Tennessee. Contractor acknowledges and agrees that it shall comply with State law and rules pertaining to Community Rehabilitation Agency of Tennessee certified products and services.

A. 7. State Covenants.

- a. State Contract Manager. As described further in Section A.10., State shall employ, at all times during the Term, a full-time employee of State (the "State Contract Manager") who shall function as State's primary representative in connection with matters relating to this Contract.
- b. State Obligations. State shall furnish, and shall cause its employees and agents to furnish, at State's expense, all information and cooperation reasonably required by Contractor in order to deliver the Services required hereunder. State shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. State shall provide such information and documentation regarding the individual properties and projects subject to this Contract required for Contractor to perform the Services. Neither Contractor nor its Affiliates shall bear liability to the extent arising out of State's or its Affiliates' failure to comply with State's obligations under this Contract. All policies, procedures, agreements, directions and instructions of State with which Contractor and its Affiliates must comply shall be consistent with this Contract and provided to Contractor in advance in writing.
- c. State Deliveries. Subject to all applicable legal constraints regarding confidentiality, State shall provide Contractor with reasonable access within State's computer system to e-mail transmissions to and from Contractor Employees. Further, State shall promptly provide the following to Contractor (to the extent the following relate to Facilities included in this Contract):
 - (1) Within thirty (30) days following the Commencement Date, copies of all applicable property files, leases, lease amendments, correspondence and other lease file documents.
 - (2) Within thirty (30) days following the Commencement Date, a copy of State's property databases (if applicable).
 - (3) Within thirty (30) days following the Commencement Date, if applicable, copies of all expense reconciliation statements for the previous year.
 - (4) Within thirty (30) days following the Commencement Date, a copy of the most recent rent rolls, vendor files, cost codes, and tax identification numbers, if applicable.
 - (5) Within thirty (30) days following the Commencement Date, a list of current State agency contacts and contacts for all current vendors and all applicable parties to leases and subleases including addresses and telephone numbers.



- (6) On or before the Commencement Date, a notice letter from State's executive management (but drafted by Contractor) requiring landlords, tenants and subtenants to deliver to Contractor copies of all correspondence related to leases and subleases. Such letter shall formally add Contractor to the notice provisions of all leases and subleases.
- (7) Throughout the Term, copies of new lease documents, amendments, and any other material new information or changes to new or existing leases, such as operating expense estimates, reconciliations, estoppel certificates and subordination agreements, as they occur during the Term.
- (8) Throughout the Term, copies of new Facility information documents, amendments, and any other material new information or changes to new or existing Facility information documents, as they occur during the Term.
- (9) Other information and records related to events preceding completion of Transition as reasonably requested by Contractor from time to time.

State may satisfy its obligations under this Section A.7. by providing Contractor access to State databases, archived files or computer systems, and orientation to the organization and operation of such databases, files and systems.

A. 8. Transition Upon Termination or Expiration.

Upon the expiration or termination of this Contract, State and Contractor shall work together for a reasonable period of time to be mutually agreed upon in good faith and at reasonable compensation to Contractor (consistent with the compensation paid to Contractor during the Term) to provide for the orderly transition of all Services back to State or to an alternative contractor or property manager designated by State so that, to the extent feasible, the Services are maintained without interruption including, to the extent reasonably required in connection therewith, accounting services. Additional information will be provided only upon the prior written consent of said employees. Contractor will perform the termination assistance services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it provided and was required to provide the Services during the term of this Contract.

A.9. Facilities Management Services.

- a. General Facilities Management Services. Commencing not later than the Commencement Date and continuously thereafter for the remainder of the Term, Contractor shall provide the facilities management services specified herein with respect to each of the Facilities (whether owned or leased) listed on Contract Attachment 2 attached hereto, plus any additional properties acquired or leased by State hereafter which shall become Facilities, and less any Facilities sold or otherwise disposed of by State (the "Facilities Management Services"). Contractor shall consult with other members of its organization and its Affiliates from time to time as it deems necessary to provide the Facilities Management Services efficiently and completely.
- b. In providing the Facilities Management Services, Contractor shall have the following duties with respect to each Facility
 - (1) Operational Facilities Management Services. Contractor shall supply or cause to be supplied such services and goods as are usual and customary for the day-



to-day operation of properties similar to the Facilities, including, without limitation the following: interior and exterior cleaning; un-armed security; furniture, fixture and equipment maintenance and repair; management of furniture warehousing contracts; landscape maintenance and grounds care; refuse removal; vermin and pest control; snow and ice removal; parking control; preventative and remedial maintenance and repair of all systems and structures; supply of all facilities-related consumables; and such other services and goods as are otherwise required under any lease. Contractor shall interact with State (and with those departments of State as State designates) in rendering these services.

- (2) Service Work Through Call Center. Contractor shall implement and maintain a call center system to deal efficiently and promptly with service requests and complaints from occupants and tenants of the Facilities. Contractor shall receive, investigate, consider and act upon service requests and complaints (and any other defects that otherwise come to Contractor's attention through inspection or otherwise) pursuant to Contractor's scope of responsibilities hereunder in a systematic fashion and shall maintain appropriate records to document each request, complaint or other means of notice and show the action taken with respect thereto. Such a system shall provide for proper before and after service follow-up with the affected tenant or occupant and the servicing Subcontractor, Vendor or third party vendors. For each service request, Contractor shall provide for the dispatch of appropriate and properly equipped service personnel in accordance with service level standards defined during the Transition Period. Emergency service effectiveness shall not differ significantly from Facility to Facility. A service request shall be considered an "emergency" if it involves or threatens to involve injury to persons, material damage to property or inability to make productive use of the affected Facility, or is made by a designated group of people determined during the Transition Period.
 - (3) Preventative Maintenance. Contractor shall develop, implement and manage a long-term preventative maintenance program designed to maintain each Facility and its equipment, fixtures and contents throughout its useful life. Such a program shall cover: electrical and supplemental power systems, exterior and interior paint, flooring, grounds, life safety, lighting, plumbing, heating, ventilating, air conditioning, mechanical equipment, pavement, roofs and signage.
 - (4) Additional Facilities Management Components. If requested by State, Contractor shall provide move management, project management, pre-planning, occupancy planning, shipping and receiving/dock management, food service operations, administrative site services, special events set up and coordination, master planning, and facility assessment, based on rates and charges as set forth in Schedule 2 attached hereto.
- c. Disaster Recovery Planning. In conjunction with (and subordinate to) State's emergency planning, Contractor shall cooperate with State in implementing and managing State's disaster recovery plan for each Facility if requested by State. Such participation shall include, but not be limited to, assisting the recovery from fires, bombings, earthquakes, sinkholes, floods, tornadoes, hurricanes, riots, power outages, emergency evacuations and other emergency situations.



- d. Recycling. During the Transition Period, Contractor shall develop, implement and manage an efficient and cost-effective recycling program at each Facility, which program shall meet or exceed all local, state and federal requirements.
- e. Facility Inspections. Contractor shall conduct on-site inspections (at a minimum) each calendar quarter at State's owned and net leased facilities and leased facilities greater than twenty thousand (20,000) square feet, and on-site inspections annually (at a minimum) at leased facilities less than twenty thousand (20,000) square feet, and provide assessments of all factors pertinent to, each Facility, and report such results on a Facilities Management Inspection Form to be approved by State.
- f. Minor Move Services. The Facilities Management Services shall also include scheduling, coordinating, supervising, and managing Subcontractors performing minor move-ins, move-outs and individual office relocations (*i.e.*, such matters that do not constitute Significant Move Services and do not require project management services). "Significant Move Services" means any move or series of related moves of personnel, furniture or equipment or any addition or change in or to any of the Facilities that involves Ten Thousand Dollars (\$10,000) or more in total costs (inclusive of all furniture, equipment and labor costs).
- g. Third Party Contracts. With respect to Third Party Contracts, manage the same in accordance with Section A. 6.
- h. Legal Proceedings. Except as Contractor deems necessary to enforce its rights under this Contract, Contractor shall not initiate any legal proceedings pertaining to Facilities or otherwise on behalf of State, or retain any legal counsel on State's behalf, without State's approval. Any notice or document received by Contractor in connection with any legal proceeding or claim pertaining to Facilities or this Contract shall be referred promptly to the Office of the Attorney General for the State with copies to State. Contractor shall interface with State's inside and outside counsel as necessary in connection with any legal proceedings or matters pertaining to the Facilities.
- i. Incidents Management. Contractor shall interact with State in the management, response, and remediation to all incidents occurring at any Facility that result in property damage, physical injury or death, or when the threat of the foregoing or liability is perceived.
- j. Emergency Facilities Management Services. In addition to its regular services provided hereunder, Contractor shall take whatever measures Contractor believes, in the exercise of prudent judgment and at State's expense, are necessary on an emergency basis to provide general security and safety for each Facility, tenants and each person at a Facility.
- k. Performance Metrics. The Parties shall jointly develop and conduct an annual review of Contractor's performance. Results shall be tabulated by Contractor and submitted for review by State, or, if requested by State, Contractor shall request all such results to be sent directly to State from the business unit leaders and employees. Contractor's performance shall be measured using the Key Performance Indicators ("KPIs").
- l. Insurance Matters. Contractor shall promptly investigate and report to State as to all accidents or claims for damage relating to the ownership, operation or maintenance of the Facilities, including any damage or destruction to the Facilities, and shall cooperate with any insurance company authorized by State in connection therewith. Contractor



promptly shall notify State's Facilities Department of any fire or other damage, whether within or outside the coverage of any insurance policies covering any Facility and, if directed by State, complete customary loss reports in connection with fire or other damage to any Facility.

- m. Governmental Reporting. Contractor shall prepare for execution and filing by State all forms, filings and reports required by any governmental authority having jurisdiction over the real estate aspects of each Facility, and shall cooperate with State in providing necessary information for all other forms, filings and reports related to each Facility.
- n. Facilities Management Services Accounting and Reporting. As part of the provision of Facilities Management Services, Contractor shall provide the following accounting services to State:
 - (1) Accounts Payable Process.
 - (a) Provide full service accounts payable support, including invoice coding, property level approval, processing, payment and recording of occupancy and capital related expenses.
 - (b) Subject to TCA 12-4-701 et seq., process all disbursements related to capital and operational expenses of State's properties such that the same are paid before any interest, late fee or penalty accrues or default occurs.
 - (c) Central capture of all lease-related expenses within the database by site, vendor number, department cost code and general ledger coding.
 - (d) Work with State to implement a complete system of approvals and funding.
 - (2) Bookkeeping for Budgeting Variance. Prepare annual occupancy budgets, including zero base justifications as appropriate, variance analysis to prior year and related items.
 - (3) ARCHIBUS. State has elected to use a Contractor-provided technology solution in conjunction with State managed systems including Edison and Archibus. Accordingly, during the Term the Contractor must work with State to transfer any collected data stored by the Contractor requested by State to State in a format and on a schedule acceptable to State. During the Transition Period, Contractor and State shall work together to develop protocols for the transfer of data from the Contractor-provided technology solution to State's technology solution, Archibus.
- o. Cost Savings Initiatives. From time to time during the Term, Contractor shall introduce specific operational concepts to State to create savings and increased efficiencies with respect to the Facilities.

A.10. Governance.

- a. Roles and Responsibilities of Key Governance Executives. The following is a description of key roles related to governance of the Services and this Contract. The Parties shall designate the individuals assigned to the roles outlined herein no later than thirty (30) days after the date of this Contract. State reserves the right to change the responsibilities and positions of its team members, including combining or eliminating such positions, in its sole discretion. When changes in leadership occur, the Parties



shall endeavor to provide timely prior notice of the upcoming change and an introduction to the replacement individual assigned to the role.

- (1) State Contract Manager. The State Contract Manager will have executive responsibility for this Contract on behalf of State and serve as the single point of contact on behalf of State for State's performance, management, leading, coordination or oversight of the following:
- (a) Managing the overall relationship with Contractor;
 - (b) Working with the Contractor Alliance Director to progress the goals and objectives of this Contract;
 - (c) Resolving escalated issues in accordance with the governance escalation procedures;
 - (d) Providing liaison activities and guidance with Contractor's corporate executive leadership in regard to the strategic needs of State;
 - (e) Working with various staff and organizations within State's corporate structure with regard to Contractor's service delivery;
 - (f) Reviewing Contractor's reports regarding its compliance with its obligations under this Contract, including, without limitation, procurements under Section E.14.;
 - (g) Monitoring State's compliance with its obligations under this Contract;
 - (h) Reviewing Contractor's service levels;
 - (i) Tracking fulfillment of Contractor's deliverables including Contractor reports required under this Contract;
 - (j) Managing State's conduct of audit activities;
 - (k) Managing State's governance function;
 - (l) Participating in the resolution of escalated issues according to the escalation procedures described in and in accordance with the terms of Section A.10.;
 - (m) Establishing and managing the overall Approved Budget (as defined in Section C.3.g.);
 - (n) Timely approving (or declining) all requests that are in excess of pre-established expenditure amounts or circumstances;
 - (o) Timely approving (or declining) and overseeing all contract-related policies and procedures;
 - (p) Developing standard reporting and communication requirements between Contractor and various staff and organizations within State's corporate structure; and



- (q) Developing and assisting with negotiations related to all addendums, memoranda of understanding and updates to this Contract that are required during the Term and coordinating with other State functions as required (i.e., legal, finance, tax, etc.).
- (2) Contractor Alliance Director. The Contractor Alliance Director will have executive responsibility for this Contract on behalf of Contractor and serve as the single point of contact on behalf of Contractor for the performance, management, leading, coordination and oversight of the following:
 - (a) Managing the overall relationship regarding the Contractor and State;
 - (b) Managing the successful transition of this Contract to operational status;
 - (c) Fulfilling Contractor's obligations under this Contract;
 - (d) Working with State's governance team to establish, manage and meet commitments, requirements and expectations;
 - (e) Working with State's managers to align the delivery of Services with the strategic needs of State; such activities will be performed in conjunction with the State Contract Manager;
 - (f) Informing State about new corporate capabilities and developments within Contractor's organization and proposing ideas and solutions that will provide ongoing benefit to State;
 - (g) Working with the State Contract Manager to manage and meet commitments, requirements and expectations;
 - (h) Managing Contractor's service delivery to facilitate State's stated business requirements and business objectives;
 - (i) Establishing and executing the account management disciplines, business management processes and associated reporting;
 - (j) Providing prompt identification and resolution of Service delivery issues;
 - (k) Managing overall resource levels in accordance with State's resource requirements;
 - (l) Directing the communication forums for the account;
 - (m) Interfacing with the State Contract Manager on performance issues; and
 - (n) Staffing and leading the Contractor dedicated team and variable support resources.
- (3) During the Transition Period, the parties shall agree to a description of other key governance executives and their responsibilities to be added to this Contract.
- b. Teams and Committees. State and Contractor will implement and maintain a governance organization to direct and control the ongoing relationship between the Parties. Nothing in this Section A.10. shall limit a Party's ability to resolve disputes as



set forth in accordance with the terms of this Contract. During the Transition Period, the parties shall agree to (i) a description of teams and committees responsible for insuring that the parties comply with their obligations under this Contract and maximize the benefit that the State receives under this Contract; (ii) reporting protocols and standard reports; (iii) a process for issue escalation; and (iv) a quality assurance program.

B. CONTRACT PERIOD:

- B.1. Term. This Contract shall be effective from the period beginning April 1, 2013, and ending on March 31, 2018 (the “Term”). The Contractor hereby acknowledges and affirms that the State shall have no obligation for supplies ordered or services rendered by the Contractor which were not performed within the Term.
- B.2. Term Extension. The State reserves the right to extend the Term of this Contract for two (2) additional periods of one (1) year each for a total contract period of no more than seven (7) years, provided that such an extension of the Term is effective prior to the then current expiration date by means of an amendment. If an extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State’s “Maximum Liability” will also be effected through an amendment, and shall be based upon payment rates provided in the response to the Request for Qualifications.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Thirty Million Five Hundred Thousand Dollars (\$330,500,000.00). The payment rates in section C.3 shall constitute the entire compensation due Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under this Contract or any extensions of this Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of this Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed this Contract Maximum Liability established in Section C.1. Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined below:

- a. Contractor Compensation. Contractor shall earn and State shall pay the fees and make the reimbursements to or for the benefit of Contractor as described, and at the times provided, in this Section C.3. Each Party agrees that the amounts set forth in this Section C.3. represent a fair and reasonable compensation to Contractor for the



Services and, following the execution and delivery of this Contract, and except as expressly provided in this Contract, neither Party shall have any obligation to negotiate any increase or reduction of such amounts. State's obligation to pay or reimburse Contractor as provided in this Contract with respect to any period falling within the Term shall survive the expiration or termination of this Contract.

- b. Transition Period Reimbursements. State shall reimburse Contractor on a monthly basis for all payroll and other direct expenses accrued during the Transition Period with respect to all Contractor Employees who are fully or partially dedicated to the set-up, initiation and transition of the Services to Contractor, and for other transition and implementation expenses (collectively, "Transition Costs"). The current draft of the transition budget is set forth on Contract Attachment 3 attached hereto. State acknowledges and agrees that the amount of Transition Costs is based upon assumptions, if any, set forth on Contract Attachment 3. To the extent that actual requirements for management personnel, human resources, accounting, information technology or the other matters, the Parties will discuss in good faith and modify the Transition Costs accordingly.
- c. Facilities Management Services Fee. As compensation for the performance of Facilities Management Services State shall: (i) make the reimbursements and charges provided for in Section C.3.e. below; (ii) pay to Contractor a fee (the "FM Fee") equal to the sum of the amounts set forth in Schedule 1 attached hereto multiplied by the gross building areas of the Facilities under each category of Facility type; and (iii) pay to Contractor sums for other Services as requested by State, such payments to be based on the rates set forth on Schedule 2 attached hereto. Gross building area for all purposes of this Contract shall be determined in accordance with the standards promulgated from time to time by the Building Owners and Managers Association International or its successor organization (provided that if the Building Owners and Managers Association International or a successor shall no longer exist, the Parties shall mutually agree in good faith on a comparable standard for measuring the area of the Facilities). One half (1/2) of the FM Fee shall be payable monthly in advance in equal installments (prorated for partial months) commencing on the Commencement Date and continuing thereafter on the first (1st) day of each month through the sooner of the expiration or termination of this Contract. The remainder of the FM Fee, or portion thereof, shall be paid in accordance with Section C.3.d.(2) below.
- d. Scope Adjustments; KPI Adjustment.
 - (1) Scope Adjustments. If from time to time State and Contractor shall agree upon any change in the Services which will necessitate an adjustment in the FM Fee, State and Contractor shall promptly meet and negotiate in good faith an appropriate adjustment of the FM Fee and the reimbursement provisions of Section C.3.e. below. Nothing in this Section C.3.d. shall be deemed to conflict with the terms of Section D.2.
 - (2) KPI Adjustment.
 - (a) Beginning in 2014, no later than July 15th of each year of the Term, and within thirty (30) days following the expiration or earlier termination of this Contract, Contractor and State shall meet (such meeting, the "KPI Meeting") to review Contractor's success in achieving its annual performance objectives for the prior year (or, as applicable, the prior partial year). Such performance shall be measured in accordance with the



KPIs based upon objective and clearly defined measurable criteria designed to measure quality and cost issues. The draft KPIs, and a proposed scoring methodology, to be attached as Attachment 6, will be established and agreed upon during the Transition Period. Upon the determination of the Key Governance Executives, KPIs may be adjusted, deleted or added as deemed appropriate for the subsequent year. Contractor's relative success in achieving the KPIs shall determine the amount of the KPI adjustment to be paid by State, as described in the next paragraph. State acknowledges that Contractor's ability to perform under this Contract and attain high KPI scores is subject to State performing its obligations under this Contract. For KPIs that require a baseline, actual results for the preceding twelve (12) months shall be used as the base year.

- (b) Depending upon Contractor's overall KPI score for the prior year (or partial year, as applicable), Contractor shall be eligible to receive an amount up to the remaining one half (1/2) of the FM Fee as an incentive adjustment. Contractor's KPI results shall be mutually determined by State and Contractor reasonably and in good faith. Depending on the outcome, any such portion of the FM Fee to be paid to Contractor shall be paid within forty five (45) days following the KPI Meeting.
- e. Reimbursements and Charges. As part of the compensation for the Services hereunder, State shall make the following reimbursements and payments:
 - (1) Employee Salaries and Burden Charge. State shall reimburse Contractor for all salaries, and pay to Contractor an associated burden charge, with respect to all fully or partially dedicated Contractor Employees employed in providing the Services, the aggregate amounts of which shall be part of the Approved Budget; provided, however, that State shall not reimburse Contractor for any compensation that exceeds the amounts set forth in the Approved Budget. The burden charge shall be set at the rate of thirty seven and two tenths percent (37.2%) of the sum of the base salary of each Contractor Employee, as set forth in the Approved Budget or otherwise approved by State, and shall be deemed to include and cover all employee related benefits (e.g., health insurance and workers' compensation insurance), any claims that may arise under the employee health and workers' compensation insurance programs, including self-insurance, and all employee related overhead and administrative charges associated therewith. The Parties acknowledge the burden charge is determined based on a fixed rate and will not be reconciled to any cost amounts. The levels of employee compensation and burden charge shall not exceed the aggregate amounts set forth in the applicable Approved Budget. Such employee compensation, and burden charge shall be subject to increase annually to reflect individual merit raises and actual cost of living escalations, including healthcare costs, all as may be approved by State in the annual Approved Budget. Salaries and burden charge shall be reimbursed and paid every two (2) weeks or as otherwise paid by Contractor.
 - (2) Reimbursable Items and Charges. In addition to those items identified in Section (1) above, State shall reimburse or pay Contractor for all costs, expenses, charges and allocations of Contractor in connection with the Services in accordance with the Approved Budget, including, without limitation, the premium for any liability insurance policy which has been previously approved



by State. State shall fund or pay for the procurement of goods and services directly passed through to State in connection with the Services including: all materials, repairs and maintenance expenditures for all Facilities; all snow removal charges incurred at the Facilities; re-stocking costs for any returned materials; Sales and Use Taxes (as hereinafter defined) paid on behalf of State; freight and shipping costs; Subcontractor and Vendor fees and expenses with no mark-up and inclusive of any discounts or rebates provided by the Subcontractor or Vendor; and any specific non-recurring pass-through expenses approved by State. As between Contractor and State, title to goods and services purchased by Contractor for State's benefit under this Section, and all warranties provided with respect to such goods and services, shall pass directly from the seller thereof to State.

f. Contractor Payments. Contractor shall promptly pay (or cause to be paid) all fees, costs and expenses incurred by or on behalf of Contractor or any of its Affiliates, agents, Subcontractors or Vendors in performing the Services, other than those for which State is required under this Contract to pay directly. Contractor shall not be liable for late payments to Project Contractors, Subcontractors, Vendors or other third parties if State directs Contractor to delay or withhold payment.

g. Budget Process.

(1) Budget Submission and Approval. Contractor shall submit to State annually an operating and capital expense budget for State's approval with respect to each of the Facilities. For State fiscal year 2014-2015 and each subsequent State fiscal year falling within the Term, Contractor shall prepare and submit to State no later than September 15th of each calendar year for planning purposes a proposed operating and capital expense budget for the next State fiscal year of operation of each Facility in a format mutually acceptable to the Parties. Contractor shall prepare and submit to State no later than April 1st of each calendar year a preliminary proposed operating and capital expense budget for the next calendar year of operation of each Facility in a format mutually acceptable to the Parties (except that the preliminary budget for the remainder of calendar year 2013 for each of the Facilities shall be submitted within ninety (90) days following the Effective Date). Contractor and State shall review such preliminary budget, and the Parties shall cooperate with each other in order to have the annual operating and capital expense budget approved in writing by State by July 1st of each year (or, with respect to the budget for the remainder of calendar year 2013, within ninety (90) days following the Effective Date) (any such budget, if and when approved by State, an "Approved Budget"). Each budget shall be prepared by Contractor to reflect anticipated staffing requirements and reimbursable costs, charges and expenses for the ensuing period. The initial Approved Budget shall be in a form approved by the parties during the Transition Period. State's approval of the operating and capital expense budget and each budget category and line item included therein (except insofar as such items cover compensation or reimbursements to Contractor that is expressly set forth in this Contract) may be granted or withheld in State's reasonable discretion; provided, however, that nothing contained herein shall be deemed to imply that Contractor has guaranteed any component of the Approved Budget. If the proposed operating and capital expense budget is not approved by State, Contractor shall continue to provide the Services under this Contract in accordance with the Approved Budget for the previous calendar year, as adjusted for changes in occupancy and increased costs of operation, until a new budget is approved. Contractor shall be



authorized during any period prior to the approval of a new Approved Budget reasonably to exceed the budgeted amounts as stated in the then Approved Budget for utilities, contracted services and other managed costs to the extent required to maintain the same level of service and coverage provided for the Facilities during the previous calendar year, as adjusted for changes in occupancy.

- (2) Budget Revisions. Contractor shall not make any changes to the Approved Budget or any budget category or line item included therein without State's prior written approval. State shall have the right, exercisable at any time in its reasonable discretion, to eliminate or revise any budget category or line item in the Approved Budget, provided that no such elimination or revision shall change Contractor's rights to receive compensation and reimbursements for any Services previously provided. Contractor shall notify State promptly in the event actual expenses are projected to exceed the Approved Budget. In such event, Contractor shall work with State to prepare a new budget for State's review and approval. Contractor shall not make any expenditure pursuant to this Contract or in connection with the performance of the Services without first obtaining State's prior written approval of such expenditure, unless such expenditure is made pursuant to the terms of this Contract and is specifically provided for in the Approved Budget for that year. Notwithstanding the foregoing, Contractor shall be permitted to make de minimis changes to Approved Budget line items provided that: (a) Services are not diminished; and (b) the total of any such de minimis additional expenditures with respect to a line item can be paid for out of the "Contingency" line item in the Approved Budget and shall not exceed in the aggregate for a budget year, the lesser of: (i) ten percent (10%) of the year-to-date Approved Budget expenditures for such line item, and (ii) Fifty Thousand Dollars (\$50,000).

- h. Sales and Use Taxes. Contractor shall be responsible for any sales, use, gross receipts, value added and other consumption based taxes ("Sales and Use Taxes") with respect to any goods or services which Contractor obtains for Contractor's own use and not on behalf of State or for use in providing Services. Contractor shall retain the right to contest any Sales and Use Taxes assessed against Contractor. Contractor, to the extent possible, shall structure its purchases of goods and procurement of services as State's agent so as to maximize State's tax savings and still receive the benefit of Contractor's volume purchasing power. State shall be responsible for all Sales and Use Taxes with respect to any goods and services provided to State by Contractor or an Affiliate, or any Subcontractor or Vendor, and any goods or services procured by Contractor as State's agent or for the benefit of State.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meal or lodging unless such costs have been included in an Approved Budget or otherwise approved in advance by State.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than twice monthly, with all necessary supporting documentation, to:

Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243



- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of General Services, STREAM
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which (where applicable) shall detail the following:
 - i. Service or Milestone Description (including name & title and units, milestones, or increments of service, as applicable) of each service invoiced
 - ii. Copy of invoice received from subcontractor and evidence of payment thereof
 - iii. Applicable Payment Rate of each component of Service invoiced
 - iv. Amount Due by component of Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges, unless such items are reimbursable expenses; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. State shall pay each undisputed invoice, or portion thereof, within thirty (30) days of the date of the invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of



Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Purchases by Local Government and Authorized Non-profit Agencies. The purpose of this contract is to establish a source or sources of supply for all state agencies.

This contract will have the potential to be used by other State governmental bodies within the geographic limits of the State of Tennessee.

- C.10. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Notwithstanding anything in this Contract to the contrary, the State and the Contractor shall have the authority pursuant to a Memorandum of Understanding signed by the Commissioner of General Services and an authorized representative of Contractor to:

- a. Agree to (i) the KPIs and a scoring methodology for evaluating KPI performance; (ii) budgets; and (iii) changes in governance.
- b. Increase or decrease the square footage of the Facilities. The parties shall agree to a reasonable transition period to be established in the Memorandum of Understanding.
- c. Change the Services provided so long as the cumulative result of such change does not increase the total Approved Budget by more than ten percent (10%).

Any fully executed Memorandum of Understanding shall be incorporated to this Contract.



- D.3. Termination for Convenience. The State may terminate this Contract in whole or in part or may terminate any part of the Services or Facilities without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least one hundred twenty (120) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount, including lost profits, resulting from the State's decision to terminate for convenience, except for costs specifically approved under this Contract. Notwithstanding the foregoing, with respect to a failure to comply with the terms of the "Service Level Agreement", Section E.18 shall govern.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to terminate this Contract, withhold payments in excess of fair compensation for completed services, and exercise any remedies available at law or in equity.
- a. The State will provide notification of termination for cause in writing (a "Termination Notice"). This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution; provided Contractor must commence any efforts to resolve the problem within 15 days after receipt of the Termination Notice and must resolve the problem no more than 45 days after receipt of the Termination Notice if such resolution cannot be accomplished within the initial 15 day period. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not be required to consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
 - b. Furthermore, the State shall have the right to terminate this Contract, withhold payments in excess of fair compensation for completed services, and exercise any remedies available at law or in equity in the event that (i) all or substantially all of the assets of Contractor are attached, seized, or levied upon, or come into the possession of any receiver, trustee, custodian or assignee for the benefit of creditors, and the same is not vacated, stayed, dismissed, set aside or otherwise remedied within thirty (30) days after the occurrence thereof; or (ii) any petition is filed by or against Contractor under the United States Bankruptcy Code or any similar state or federal law (and, in the case of involuntary proceedings, Contractor fails to cause the same to be vacated, stayed or set aside within thirty (30) days after filing).
 - c. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. Any subcontract entered into by Contractor or an Affiliate of Contractor for the purpose of providing Services shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the



section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed. Notwithstanding anything in this Contract to the contrary, Contractor shall not enter into any subcontract for security services until Contractor has obtained State's written approval of the subcontractor and the scope of services such subcontractor shall provide, including, without limitation, post orders.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State to establish the right to work status of persons providing services under this Contract.



- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under this Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract or as provided by law.



- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable. However, if the severed provision is considered by either Party to be substantial and material to the purposes and performance of this Contract, that Party may so notify the other Party and propose an alternative provision believed to be valid, legal and enforceable. The Parties will attempt for a period of at least thirty (30) days to reach agreement on the text of an alternative provision that will be added to this Contract by amendment.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, or facsimile number as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:
STREAM Deputy Commissioner
Department of General Services
312 Rosa L. Parks Ave.
Nashville, Tennessee 37243
phone: 615-253-2527



fax: 615-532-8594

The Contractor:
Tod Lickerman, CEO/Corporate Solutions
Jones Lang LaSalle Americas, Inc.
200 E. Randolph Street
Chicago, Illinois 60601
phone: 312-228-2530
fax: 312-228-2277

With copy to:
Ronald Bedard, Chief Commercial Counsel
Jones Lang LaSalle Americas, Inc.
200 E. Randolph Street
Chicago, Illinois 60601
phone: 312-228-2462
fax: 312-228-2277

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, Contractor shall cease all work associated with this Contract. Should such an event occur, Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount, including lost profits, resulting from the State's decision to terminate for convenience, except for costs specifically approved under this Contract .
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, Contractor agrees that if it is later determined that the true nature of the working relationship between Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits Contractor received from TCRS during the period of this Contract.
- E.5. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current principals, its current subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency;



- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that (i) there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified; or (ii) future events have resulted in its principals, or immediately after Contractor becomes aware, the principals of its subcontractors being excluded or disqualified.

E.6. Insurance. (i) The Contractor shall carry adequate liability and other appropriate forms of insurance. The Contractor shall require that all subcontractors providing Services maintain insurance policies naming the State as an additional insured, covering the activities of such subcontractor, described in subsections a(1)-(4) below, or such different amounts and coverage as Contractor determines to be appropriate consistent with the nature of the services provided by such subcontractor and reasonable and prudent industry standards.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and annual aggregate.
 - (4) Employee fidelity bond or crime insurance of \$2,000,000 per loss; and
 - (5) Umbrella form excess liability insurance in excess of the limits provided by the commercial general liability, comprehensive automobile liability and employer's liability insurance policies required above with limits of \$8,000,000 per occurrence and annual aggregate.
- b. At any time State may require Contractor to provide a valid Certificate of Insurance evidencing the coverage required above. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.



- (ii) State shall carry, at its own expense, all-risk property insurance (“Property Insurance”), covering the full replacement cost of the Facilities. The parties acknowledge that the State is self-insured for \$10,000,000 for Property Insurance and carries Property Insurance over \$10,000,000. Each party hereby waives any claims against the other party for damage to its property, and all property damage insurance policies required of the parties hereunder shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies. This waiver of subrogation shall not apply to (A) any amount for which the State is self-insured up to \$10,000,000; or (B) Subcontractors.

- E.7. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by Contractor’s proposal responding to *RFQ-32101-00124* and resulting in this Contract.

The Contractor shall assist the State in monitoring Contractor’s performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability; and the Community Rehabilitation Agencies of Tennessee. Such reports shall be provided to the State of Tennessee Governor’s Office of Diversity Business Enterprise in form and substance as required by said office.

- E.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding Contractor’s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to Contractor’s proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to Contractors during the procurement process to award this Contract; and
- e. Contractor’s proposal seeking this Contract.

The term “this Contract” includes this Contract and any Memorandum of Understanding which has been executed and approved in accordance with the terms of this Contract.

- E.9. Additional Services. The State may request for Contractor to engage in additional services for additional compensation. However, any additional services requested may require the approval of other State authorities, including, without limitation, the State Building Commission and are subject to agreement of the Contractor.

- E.10. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.



- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- c. The State and Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.11. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all Work Products (as defined in Section E.12. below) subject to the next subsection and full and final payment for each Work Product. The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information or tools, materials or information developed by parties unrelated to Contractor that Contractor has acquired the right to use in connection with its business ("Contractor Materials"), Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably necessary to allow State to use the Work Product provided under this Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably necessary to allow State to use the Work Product, in accordance with this Contract and applicable State law, except that information and code of Third Party Software.
- c. Nothing in this Contract shall prohibit Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in this Contract shall prohibit Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.



E.12. Ownership of Software and Work Products.

a. Definitions.

- (1) “Contractor-Owned Software,” which shall mean independently developed or commercially available software the rights to which are owned or licensed by Contractor, including but not limited to commercial “off-the-shelf” software which is not developed using State’s money or resources.
- (2) “Custom-Developed Application Software,” which shall mean customized application software developed by Contractor solely for State.
- (3) “Third-Party Software,” which shall mean software not owned by the State or Contractor.
- (4) “Work Product,” which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by Contractor exclusively for the State during the course of the project using State’s money or resources, including Custom-Developed Application Software, but excluding Third Party Software and Contractor Owned Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software.

- (1) All right, title and interest in and to Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in this Contract shall prohibit Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.



- E.13. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from Contractor's performance of this Contract. In any such action brought against the State, Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of Contractor to the State. The State shall give Contractor written notice of any such claim or suit and full right and opportunity to conduct Contractor's own defense thereof and to settle and dispose of the claim in Contractor's sole and absolute discretion; provided, however, that Contractor must obtain State's consent for any settlement that does not fully release State from liability.
- E.14. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. The State shall review the Contractor's records of procurements at least annually as set forth in Section A.10.
- E.15. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.16. Limitation of Liability. The parties agree that Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1. but excluding from the Maximum Liability the amounts in section C.3.e, as the same may be amended, PROVIDED THAT in no event shall this section limit the liability of Contractor for personal injury, intentional torts, criminal acts, or fraudulent conduct. Neither Contractor nor State shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. State acknowledges and agrees that Contractor shall not have any liability with respect to any loss, damage, claim or expense incurred by or asserted against State (including, without limitation, any payment missed or made incorrectly) arising out of or based upon any erroneous or incomplete data provided by State or any third party or otherwise contained in State's databases regarding any owned, leased or subleased property.
- E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of any negligent acts or omissions or willful misconduct on the part of Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of Contractor to the State.



In the event of any such suit or claim, Contractor shall give the State immediate notice thereof and shall provide all assistance required by State in the State's defense. The State shall give Contractor written notice of any such claim or suit, and Contractor shall have full right and obligation to conduct Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

For claims on which the State may seek such indemnity, State will, subject to the best interests of the State in the good faith determination of State's attorneys' in their reasonable discretion:

(a) provide Contractor with: (i) prompt notice of the claim, and timely ongoing information of developments related to it; (ii) copies of all claim demands, notices and other claimant communications; (iii) copies of all court filings (unless filed under seal or protective order); (iv) copies of relevant non-privileged records reasonably requested by Contractor;

(b) reasonably cooperate in any investigation by Contractor's insurance carrier, and its settlement or defense of the claim;

(c) consult reasonably and in good faith with Contractor (or its insurance carrier) regarding any settlement negotiations, and in advance regarding any settlement agreement; and

(d) reasonably assist Contractor's insurance carrier at Carrier's expense in its enforcement of any right against any party (except the State) that may be liable to Contractor or the carrier because of the injury or damage.

E.18 Service Level Agreement. The parties agree that during the Transition Period they will negotiate in good faith to agree to final KPIs against which Contractor's performance will be measured. Once agreed to, the final KPIs will be deemed incorporated into this Agreement.

E.19 State Breach. In the event that State defaults in the performance of or breaches any of its covenants, agreements or obligations under this Contract in any material respect, and such default or breach continues for thirty (30) days after written notice of such default or breach from Contractor, unless such default or breach cannot reasonably be cured within such 30-day period, in which event State shall have a additional time to cure such default or breach, provided State promptly commences such cure within such 30-day period and continuously proceeds with such cure in a diligent manner, the Contractor may terminate this Contract. Failure by Contractor to provide such written notice shall operate as an absolute waiver by Contractor of the State's default or breach. In no event shall any default or breach on the part of the State excuse Contractor from full performance under this Contract prior to the effective date of termination. In the event that the State fails to cure such default or breach within the period set forth above, Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction. Failure by Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of the default or breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by Contractor.

E.20 Lobbying.

The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or



employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.21. Confidentiality.

- a. Confidential Information. "Confidential Information" means all information consistent with the fulfillment of this Contract that is (i) disclosed under this Contract in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- b. Confidentiality Obligation. During the term of this Contract and for a period of three (3) years from the date of expiration or termination of this Contract, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Contract; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Contract; and (vi) only use the Confidential Information as needed to fulfill this Contract.



- c. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.
 - d. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Contract. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Contract. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Contract. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Contract or if required by applicable law, statute, regulation or court order.
 - e. Miscellaneous. State is subject to and will comply with the Tennessee Public Records Act found at Tenn. Code Ann. Title 10 Chapter 7 Part 5 and applicable federal law. Performance of the Services by Contractor shall not be deemed to be a prohibition of, or interfere in any manner with Contractor's provision of similar services to third parties, provided that Contractor in so doing, does not use or disclose any Confidential Information of State. The provisions of this Section E.21. with respect to Confidential Information shall survive the termination or expiration of this Contract for a period of two (2) years.
 - f. Other. Confidential Information shall not include information that: (i) is or becomes publicly available other than as a result of a disclosure by the receiving party in breach of this Agreement; (ii) is or becomes available to the receiving party on a non-confidential basis from a source (other than the disclosing party) which is not prohibited from disclosing such information to the receiving party by any legal, contractual or fiduciary obligation; (iii) is independently developed by the receiving party, as demonstrated by written or documented evidence; (iv) was known by the receiving party prior to disclosure to the receiving party by the Disclosing Party without a duty of confidentiality, as demonstrated by written or documented material; or (v) the disclosing party agrees in writing is free of restrictions on disclosure.
- E.22. Identification of the State as a Client. Contractor may identify State as a customer of Contractor and display State's seal but only in connection with such identification. Contractor shall not otherwise display State's seal without State's consent. Contractor may not issue any public releases or give statements to the media identifying State or relating to this Contract without State's consent.
- E.23. Environmental Matters; Pre-Existing Conditions.
- a. Contractor Not an Owner, Operator, Generator or Transporter. State acknowledges that Contractor is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Therefore, with respect to any significant environmental conditions or issues pertaining to Hazardous Materials at any Facility or



any other property owned, leased or otherwise controlled by State, State agrees and acknowledges that Contractor and its agents, officers, directors, partners, shareholders and employees are not and shall not be deemed “operators” of any such property or any tenant operations therein or thereon or “generators” or “transporters” (or have any comparable legal status) for purposes of any applicable laws pertaining to Hazardous Materials. Accordingly, notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, under, in, about or otherwise affecting any Facility or such other property, Contractor shall not be responsible for detecting, handling, removing, remediating, storing, transporting or disposing of Hazardous Materials (each a “Hazardous Activity”), except to the extent of any Hazardous Materials, brought onto the Facilities and used by Contractor in the ordinary course of providing the Services. Contractor shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. “Hazardous Materials” shall mean any hazardous material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” pollutant, or contaminant under any applicable law.

- b. Other Pre-Existing Conditions and Defects. Contractor shall not be responsible for detecting or remediating any pre-existing conditions of any Facility that may adversely affect the operations, maintenance or use of such Facility or the health or safety of persons or property. In addition, Contractor shall not be responsible for detecting or remediating structural or latent defects or other defects in the design or construction of a Facility or manufacturing defects in equipment within a Facility, whether pre-existing or arising during the Term. This Section E.23. shall survive the expiration or termination of this Contract. All references to Contractor in this Section E.23. shall be deemed to include any Affiliate of Contractor that provides Services.
- c. Hazardous Activities. Contractor and State acknowledge that, from time to time, there may be Hazardous Materials on a Facility that Contractor is requested by State to clean up, dispose of, remove or otherwise handle or deal with in some fashion, including materials or substances that are not suspected to be Hazardous Materials but in fact are Hazardous Materials. If so requested by State, Contractor may elect to engage in a Hazardous Activity or refuse to do so in its sole discretion. Furthermore, if Contractor elects to engage in any Hazardous Activity, it may at any time cease the performance of such Hazardous Activity. Neither the refusal to engage in a Hazardous Activity nor the termination of a Hazardous Activity previously commenced shall be deemed in any way to be a default or breach under this Contract or otherwise subject Contractor to penalty or liability.

E.24. Additional Acts. In connection with this Contract, as well as all transactions contemplated hereby, each Party agrees to execute and deliver such additional documents, instruments and take all such necessary action and to perform such additional acts as may be reasonably necessary or appropriate or which the other Party may reasonably request to effectuate, carry out and perform this Contract and such transactions.

E.25. Interpretation.

- a. Unless otherwise indicated in this Contract, all references to “days” mean calendar days. Whenever under the terms of this Contract the time for performance of a covenant or condition ends on a day other than a business day, such time for performance shall be extended to the next business day. All references in this Contract to “business days” mean any weekday (i.e., days other than a Saturday or Sunday) on which commercial banks are not authorized or required by Federal law to



close. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, as used in this Contract: (i) the word "include" and similar terms shall be construed as if followed by the phrase "without limitation," and (ii) words in the singular shall include the plural, and vice versa.

- b. The Contract shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by one of the Parties, it being recognized that both State and Contractor were given an equal opportunity to negotiate the terms and conditions contained herein.
- c. Contractor shall not file, and shall use commercially reasonable efforts to ensure that no Subcontractor providing services files, any material-man's or mechanic's lien against the Facilities arising out of material incorporated therein or work performed therein or thereon upon the request or order of Contractor. In the event that any lien is filed by a third party against any of the Facilities as a result of work done by a Subcontractor, Contractor shall take commercially reasonable steps to cause such lien to be removed.
- g. Contractor is under no obligation or restriction, nor will Contractor knowingly assume any without State's prior written consent, that would interfere or present a conflict of interest with the Services performed hereunder.



IN WITNESS WHEREOF,

JONES LANG LASALLE AMERICAS, INC.:

[Handwritten Signature]

3.28.13

CONTRACTOR SIGNATURE

DATE

[Handwritten Signature] - *[Handwritten Title]*

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

(a) STATE AGENCY NAME: DEPARTMENT OF GENERAL
SERVICES

NAME & TITLE

DATE

Contract will take effect upon execution and after obtaining all approvals (refer to D.1).



ATTACHMENT 1**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



ATTACHMENT 2

List of Facilities

(see attached)

FRF Managed Space	Building	Type of Space	Number of Occupants (FTE)	Complex	Address	City	FRF Index Code	Gross SqFt (from Treasury / Risk Assessment)	Open	Close	Hours of Operation (M-F)	Add'l hours (Sat/Sun)	Total Hours / Week
1	Andrew Jackson	Office - 17 stories	1702	Andrew Jackson	500 Deaderick St	Nashville	19001	437,880	7:00 AM	7:00 PM	12		60
2	James K Polk (incl. Delta Operations)	Office - 18 story tower	1506	Andrew Jackson	505 Deaderick St	Nashville	19002	575,900	12:00 AM	12:00 AM	24	48	168
3	Citizens Plaza	Office - 15 stories	1235	Andrew Jackson	400 Deaderick St	Nashville	19013	277,600	7:00 AM	7:00 PM	12		60
4	Rachel Jackson	Office - 9 stories	300	Andrew Jackson	320 Sixth Av N	Nashville	19014	121,300	7:00 AM	7:00 PM	12		60
5	TN State Museum (Polk)	Museum - 3 levels underground	see JK Polk	Andrew Jackson	505 Deaderick St	Nashville	19018	168,000	7:00 AM	7:00 PM	12	9	69
6	TPAC (Polk)	Auditorium / Theater (3 on 3 levels)	see JK Polk	Andrew Jackson	505 Deaderick St	Nashville	19019	90,000	12:00 AM	12:00 AM	24	48	168
7	Chattanooga State Office Building	Office	354	Chattanooga	540 McCallie Av	Chattanooga	33001	170,800	7:00 AM	7:00 PM	12		60
8	THP Tiftonia	Office / Dispatch	44	Chattanooga	4121 Cummings Hwy	Chattanooga	33009	7,800	12:00 AM	12:00 AM	24	48	168
9	Driver's License Center-Bonney Oaks	Driver Testing	18	Chattanooga	6502 Bonney Oaks Dr	Chattanooga	33012	5,300	8:00 AM	5:00 PM	9		45
10	James R Mapp Building	Office	263	Chattanooga	311 Martin Luther King Dr	Chattanooga	33013	83,200	7:00 AM	7:00 PM	12		60
11	Cordell Hull	Office - 8 stories	888	Cordell Hull	425 Fifth Av N / 436 Sixth Av N	Nashville	19011	404,478	7:00 AM	7:00 PM	12		60
12	John Sevier	Office / Historic - 7 stories	190	Cordell Hull	500 Charlotte Av	Nashville	19012	78,414	8:00 AM	5:00 PM	9		45
13	Central Services	Office - 2 levels	70	Cordell Hull	421 Fifth Av N	Nashville	19015	55,008	7:00 AM	7:00 PM	12		60
14	Ellington Barn/Arena	Barn / Arena	2	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19031	35,000	8:00 AM	5:00 PM	9		45
15	Bauer Greenhouse	Greenhouse	0	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19032	1,100	8:00 AM	5:00 PM	9		45
16	Centennial Warehouse - C	Warehouse	0	Ellington / General Services	6500 Centennial Bv	Nashville	19037	30,300	8:00 AM	5:00 PM	9		45
17	Mass Administration Bldg	Office (Mansion)	12	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19039	18,000	8:00 AM	5:00 PM	9		45
18	Ag Resources Building	Office	5	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19040	1,600	8:00 AM	5:00 PM	9		45
19	Commodities Building	Office	6	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19041	2,600	8:00 AM	5:00 PM	9		45
20	Jennings	Office	6	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19042	9,000	8:00 AM	5:00 PM	9		45
21	Ellington Auditorium	Auditorium / Theater	0	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19043	7,400	8:00 AM	5:00 PM	9		45
22	Museum	Museum	3	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19044	9,000	8:00 AM	5:00 PM	9		45
23	Holman	Office	37	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19045	21,700	8:00 AM	5:00 PM	9		45
24	Bruer	Office	30	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19046	15,100	8:00 AM	5:00 PM	9		45
25	Porter Lab	Laboratory / Office - 2 stories	100	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19047	66,200	12:00 AM	12:00 AM	24	48	168
26	Ellington Maintenance Shop	Maintenance Shop	11	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19049	2,500	8:00 AM	5:00 PM	9		45
27	Credit Union	Office	3	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19050	500	8:00 AM	5:00 PM	9		45
28	Centennial Warehouse H - Library	Warehouse	0	Ellington / General Services	6500 Centennial Bv	Nashville	19058	9,000	8:00 AM	5:00 PM	9		45
29	Ellington Wallace Library	Office	1	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19077	900	8:00 AM	5:00 PM	9		45
30	Centennial Driver's License	Driver Testing	12	Ellington / General Services	6604 Centennial Bv	Nashville	19089	3,000	8:00 AM	5:00 PM	9		45
31	Museum 2 - Cottage	Museum	0	Ellington / General Services	Ellington Ag Center / 440 Hogan Rd	Nashville	19096	1,700	8:00 AM	5:00 PM	9		45
32	Centennial Surplus & Warehouse	Warehouse	18	Ellington / General Services	6500 Centennial Bv	Nashville	19177	103,400	8:00 AM	5:00 PM	9		45
33	Clarksville THP & DLS	Office / Dispatch / Driver Testing	12	Ellington / General Services	220 W Dunbar Cave Rd	Clarksville	63012	5,500	12:00 AM	12:00 AM	24	48	168



FRF Managed Space



	Building	Type of Space	Number of Occupants (FTE)	Complex	Address	City	FRF Index Code	Gross SqFt (from Treasury / Risk Assessment)	Open	Close	Hours of Operation (M-F)	Add'l hours (Sat/Sun)	Total Hours / Week
34	State Parking Lots Nashville	Parking (5,000 + spaces)		0 Ellington / General Services	VARIOUS	Nashville	19509		12:00 AM	12:00 AM	24	48	168
35	Carroll County Career Center	Office	36	Jackson	470 Mustang Dr	Huntingdon	09013	21,500	8:00 AM	5:00 PM	9		45
36	Labor & Workforce-Humboldt	Office	21	Jackson	1481 Mullins St	Humboldt	27002	6,000	8:00 AM	5:00 PM	9		45
37	Lowell Thomas State Ofc Bldg	Office	558	Jackson	225 Martin Luther King Dr	Jackson	57001	168,500	7:00 AM	7:00 PM	12		60
38	West TN Regional Health	Office / Clinic / Laboratory	66	Jackson	295 Sumnar Dr	Jackson	57002	39,100	12:00 AM	12:00 AM	24	48	168
39	Supreme Court-Jackson	Courthouse / Office	26	Jackson	6 Hwy 45 Bypass	Jackson	57003	32,500	8:00 AM	5:00 PM	9		45
40	THP Jackson	Office / Dispatch	46	Jackson	20 Vann Dr	Jackson	57011	9,100	12:00 AM	12:00 AM	24	48	168
41	Driver's License Station-Jackson	Driver Testing	15	Jackson	100 Benchmark Circle	Jackson	57018	5,100	8:00 AM	5:00 PM	9		45
42	Northwest TN Regional Health	Office	22	Jackson	1010 Mt. Zion Rd	Union City	66002	13,000	8:00 AM	5:00 PM	9		45
43	Davy Crockett	Office - 12 stories	669	James Robertson	500 James Robertson Parkway	Nashville	19004	245,100	7:00 AM	7:00 PM	12		60
44	Tennessee Regulatory Authority	Office	71	James Robertson	460 James Robertson Parkway	Nashville	19017	45,900	7:00 AM	7:00 PM	12		60
45	900 - 1000 2nd Av	Office - single story	465	James Robertson	900 - 1000 2nd Av	Nashville	19085	84,300	7:00 AM	7:00 PM	12		60
46	Andrew Johnson	Office - 12 stories	670	James Robertson	710 James Robertson Parkway	Nashville	19101	245,100	7:00 AM	7:00 PM	12		60
47	Labor & Workforce Dev-Newport	Office	5	Johnson City	440 Eastern Plaza Way	Newport	15001	3,200	8:00 AM	5:00 PM	9		45
48	Driver's License Station-Morrisstown	Driver Testing	6	Johnson City	1901 State Street	Morrisstown	32006	1,400	8:00 AM	5:00 PM	9		45
49	Bristol Labor & Workforce Dev	Office	6	Johnson City	1712 W State Street	Bristol	82007	4,400	8:00 AM	5:00 PM	9		45
50	Labor & Workforce Dev - Kingsport	Office	11	Johnson City	1140 East Center	Kingsport	82008	4,300	8:00 AM	5:00 PM	9		45
51	NE Regional Health Office	Office	54	Johnson City	1233 Southwest Av	Johnson City	90004	26,000	8:00 AM	5:00 PM	9		45
52	THP District 5 Fall Branch	Office / Dispatch	17	Johnson City	184 Joe McCarty Rd	Johnson City	90014	8,000	12:00 AM	12:00 AM	24	48	168
53	Driver's License & THP John Exum	Office / Dispatch / Driver Testing	7	Johnson City	707 John Exum Pkwy	Johnson City	90015	1,700	12:00 AM	12:00 AM	24	48	168
54	NE Regional Health Office - Annex	Office	8	Johnson City	1231 Southwest Av	Johnson City	90016	8,200	8:00 AM	5:00 PM	9		45
55	Labor & Workforce Dev-Johnson City	Office	20	Johnson City	206 High Point Dr	Johnson City	90026	5,400	8:00 AM	5:00 PM	9		45
56	Knoxville State Office Building	Office	317	Knoxville	531 Henley St	Knoxville	47002	110,200	8:00 AM	5:00 PM	9		45
57	Knoxville State Plaza - Middlebrook	Office	235	Knoxville	2700 Middlebrook Pk	Knoxville	47003	70,500	8:00 AM	5:00 PM	9		45
58	East TN Regional Health	Office / Clinic / Laboratory	86	Knoxville	1522 Cherokee Trail	Knoxville	47008	39,500	12:00 AM	12:00 AM	24	48	168
59	THP - District 1 - Knoxville	Office / Dispatch	24	Knoxville	7601 Kingston Pk	Knoxville	47017	7,500	12:00 AM	12:00 AM	24	48	168
60	Driver's License Station-Knoxville	Driver Testing	10	Knoxville	7320 Regdon Ln	Knoxville	47023	5,300	8:00 AM	5:00 PM	9		45
61	TBI - Knoxville	Office / Crime Lab	59	Knoxville	1791 Neals Commerce Ln	Knoxville	47033	42,700	12:00 AM	12:00 AM	24	48	168
62	Labor & Workforce Dev-Dyersburg	Office	9	Memphis	439 McGaughey	Dyersburg	23805	6,800	8:00 AM	5:00 PM	9		45
63	Driver's Testing Station-Dyersburg	Driver Testing	3	Memphis	361 James H Rice Rd	Dyersburg	23009	1,400	8:00 AM	5:00 PM	9		45
64	Donnelley J Hill	Office	506	Memphis	170 N. Main	Memphis	79001	194,900	7:00 AM	7:00 PM	12		60
65	Labor & Workforce Dev-1309 Poplar	Office	16	Memphis	1309 Poplar Av	Memphis	79018	5,000	8:00 AM	5:00 PM	9		
66	Driver's Testing Station-Millington	Driver Testing	8	Memphis	5019 W Union Rd	Millington	79025	2,500	8:00 AM	5:00 PM	9		

FRF Managed Space

Building	Type of Space	Number of Occupants (FTE)	Complex	Address	City	FRF Index Code	Gross SqFt from Treasury / Risk Assessment)	Open	Close	Hours of Operation (M-F)	Add'l hours (Sat/Sun)	Total Hours / Week
67	Driver's Testing Station-Summer	18	Memphis	6340 Summer Av	Memphis	79026	5,800	8:00 AM	5:00 PM	9		45
68	Whitehaven DL Station	24	Memphis	3300 Shelby Av	Memphis	79027	12,600	8:00 AM	5:00 PM	9		45
69	THP Memphis	18	Memphis	6348 Summer Av	Memphis	79028	6,000	12:00 AM	12:00 AM	24	48	168
70	Labor & Workforce Dev-1295 Poplar	49	Memphis	1295 S. Poplar St	Memphis	79030	23,000	8:00 AM	5:00 PM	9		45
71	Board of Probation & Parole	16	Memphis	32 West EH Crump Bl	Memphis	79046	18,000	8:00 AM	5:00 PM	9		45
72	TBI Crime Lab Memphis	18	Memphis	6325 Haley Rd	Memphis	79047	18,300	12:00 AM	12:00 AM	24	48	168
74	Labor & Workforce Development	845	Metro Center	220 French Landing	Nashville	19147	240,000	8:00 AM	5:00 PM	9		45
75	665 Mainstream Drive	437	Metro Center	665 Mainstream Dr	Nashville	19148	152,300	8:00 AM	5:00 PM	9		45
76	Labor & Workforce Dev-Shelbyville	9	Middle Tennessee	301 N Main St	Shelbyville	02002	5,200	8:00 AM	5:00 PM	9		45
77	Labor & Workforce Dev-Tullahoma	9	Middle Tennessee	1111 E Lincoln	Tullahoma	16003	5,600	8:00 AM	5:00 PM	9		45
78	THP-Lawrenceburg	51	Middle Tennessee	1209 N Locust	Lawrenceburg	50005	4,300	12:00 AM	12:00 AM	24	48	168
79	South Central Regional Health	53	Middle Tennessee	1216 Trotwood Av	Columbia	60008	18,000	8:00 AM	5:00 PM	9		45
80	Driver's License Station-Columbia	10	Middle Tennessee	1701 Hampshire Pk	Columbia	60016	9,300	8:00 AM	5:00 PM	9		45
81	Fleming Training Center	14	Middle Tennessee	2022 Blanton Dr	Murfreesboro	75005	27,700	8:00 AM	5:00 PM	9		45
82	Driver's License Station-Lebanon	9	Middle Tennessee	725 Elkline Dr	Lebanon	95004	1,400	8:00 AM	5:00 PM	9		45
83	RS Gass State Lab (incl boiler house)	144	R.S. Gass	630 Hart Ln	Nashville	19035	139,400	12:00 PM	12:00 AM	24	48	168
84	Driver's License Stn-624 Hart Ln	11	R.S. Gass	624 Hart Ln	Nashville	19107	5,100	8:00 AM	5:00 PM	9		45
85	Mid Cumberland Regional Health	76	R.S. Gass	710 Hart Ln	Nashville	19120	34,600	8:00 AM	5:00 PM	9		45
86	THP Communications	15	R.S. Gass	940 R.S. Gass Bv	Nashville	19124	5,700	12:00 AM	12:00 AM	24	48	168
87	TBI Headquarters / Forensic - Nashville	287	R.S. Gass	901 R.S. Gass Bv	Nashville	19126	150,000	12:00 AM	12:00 AM	24	48	168
88	Environmental Field Office (EAC)	103	R.S. Gass	711 R.S. Gass Bv	Nashville	19129	33,800	8:00 AM	5:00 PM	9		45
89	Supreme Court-Nashville		Tennessee Tower	401 Seventh Av N	Nashville	19008	57,400	8:00 AM	5:00 PM	9		45
90	Library & Archives	96	Tennessee Tower	403 Seventh Av N	Nashville	19009	103,200	8:00 AM	5:00 PM	9		45
91	MTA Garage	0	Tennessee Tower	400 Charlotte Av	Nashville	19099		12:00 AM	12:00 AM	24	48	168
92												
93	Multi-Purpose Garage-Ezell Pile	29	TPS	225 Ezell Pk	Nashville	19028	41,200	8:00 AM	5:00 PM	9		45
94	TLETA	30	TPS	3025 Lebanon Rd	Nashville	19060	33,100	8:00 AM	5:00 PM	9		45
95	TPS Menzler - Nix	51	TPS	1144 Foster Av	Nashville	19061	15,500	8:00 AM	5:00 PM	9		45
96	TPS Cooper Hall	39	TPS	1148 Foster Av	Nashville	19062	17,700	8:00 AM	5:00 PM	9		45
97	TPS Warf Browning Hardison	195	TPS	1150 Foster Av	Nashville	19063	51,200	8:00 AM	5:00 PM	9		45
98	TPS McCord Hall	29	TPS	1150 Foster Av	Nashville	19066	14,200	8:00 AM	5:00 PM	9		45
99	TLETA Annex	5	TPS	3025 Lebanon Rd	Nashville	19068	30,900	8:00 AM	5:00 PM	9		45
100	THP-3rd District (Nashville)	14	TPS	1603 Murfreesboro Rd	Nashville	19088	5,700	12:00 AM	12:00 AM	24	48	168



FRF Managed Space

Building	Type of Space	Number of Occupants (FTE)	Complex	Address	City	FRF Index Code	Gross SqFt from Treasury / Risk Assessment)	Open	Close	Hours of Operation (M-F)	Add'l Hours (Sat/Sun)	Total Hours / Week
101 Driver's License Sta-1601 Murf	Driver Testing	17 TPS		1601 Murfreesboro Rd	Nashville	19094	5,400	8:00 AM	5:00 PM	9		45
102 Cloverbottom Mansion	Office / Historical Commission	13 TPS		2941 Lebanon Rd	Nashville	19106	10,300	8:00 AM	5:00 PM	9		45
103 TPS Administration Building	Office	12 TPS		1240 Foster Av	Nashville	19301	8,800	8:00 AM	5:00 PM	9		45
104 TPS Center for Adoption	Office	0 TPS		1158 Foster Av	Nashville	19302	16,800	8:00 AM	5:00 PM	9		45
105 TPS Cole Auditorium	Auditorium / Theater (closed)	0 TPS		1294 Foster Av	Nashville	19303	16,300	8:00 AM	5:00 PM	9		45
106 TPS Staff Apartment 1	Apartment - vacant	0 TPS		1242 Foster Av	Nashville	19304	4,000	8:00 AM	5:00 PM	9		45
107 TPS Staff Apartment 2	Apartment - vacant	0 TPS		1244 Foster Av	Nashville	19305	4,000	8:00 AM	5:00 PM	9		45
108 TPS Infirmary	Office	5 TPS		1246 Foster Av	Nashville	19306	7,800	8:00 AM	5:00 PM	9		45
109 TPS Nashville School of Arts	Metro Nashville High School (in session)	785 TPS		1250 Foster Av	Nashville	19307	76,000	8:00 AM	5:00 PM	9		45
110 TPS Hardison Complex	Office	34 TPS		1256 Foster Av	Nashville	19308	34,800	8:00 AM	5:00 PM	9		45
111 TPS Maintenance Warehouse	Storage	11 TPS		1200 Foster Av	Nashville	19309	42,600	8:00 AM	5:00 PM	9		45
112 TPS Field House Gym	Field House / Gymnasium / Office	8 TPS		1164 Foster Av	Nashville	19310	20,200	8:00 AM	5:00 PM	9		45
113 TPS Old High School (Nashville Tech)	Nashville Tech (in session)	327 TPS		1162 Foster Av	Nashville	19311	28,600	8:00 AM	5:00 PM	9		45
114 TPS Print Shop	Storage	0 TPS		1234 Foster Av	Nashville	19312	3,200	8:00 AM	5:00 PM	9		45
115 TPS Old Boiler House	Boiler house (abandoned)	0 TPS		Foster Av	Nashville	19313	5,700	8:00 AM	5:00 PM	9		45
116 TPS Superintendent's House (Alumni)	Alumni meeting space	0 TPS		1292 Foster Av	Nashville	19314	4,400	8:00 AM	5:00 PM	9		45
117 TPS Old Silts Hall	Storage (Military)	0 TPS		1166 Foster Av	Nashville	19315	12,400	8:00 AM	5:00 PM	9		45
118 TPS VIC Guard Building	Guard station	0 TPS		1156 Foster Av	Nashville	19316	300	8:00 AM	5:00 PM	9		45
119 TPS Maintenance Storage Building	Storage	0 TPS		1202 Foster Av	Nashville	19317	2,000	8:00 AM	5:00 PM	9		45
120 TPS Bus Garage	Garage	0 TPS		1204 Foster Av	Nashville	19318	3,500	8:00 AM	5:00 PM	9		45
121 TPS Old Barn	Barn	0 TPS		1208 Foster Av	Nashville	19319	5,300	8:00 AM	5:00 PM	9		45
122 TPS Old Farm House	Storage	0 TPS		1206 Foster Av	Nashville	19320	1,800	8:00 AM	5:00 PM	9		45
123 TPS Silts Quad 1	Office - single story	2 TPS		1290 Foster Av	Nashville	19321	3,800	8:00 AM	5:00 PM	9		45
124 TPS Silts Quad 2	Office - single story	2 TPS		1288 Foster Av	Nashville	19322	3,800	8:00 AM	5:00 PM	9		45
125 TPS Silts Quad 3	Office - single story	11 TPS		1286 Foster Av	Nashville	19323	3,800	8:00 AM	5:00 PM	9		45
126 TPS Silts Quad 4	Office - single story	0 TPS		1284 Foster Av	Nashville	19324	3,800	8:00 AM	5:00 PM	9		45
127 TPS Nix Quad 1	Office - single story	4 TPS		1268 Foster Av	Nashville	19325	3,800	8:00 AM	5:00 PM	9		45
128 TPS Nix Quad 2	Office - single story	10 TPS		1274 Foster Av	Nashville	19326	3,800	8:00 AM	5:00 PM	9		45
129 TPS Nix Quad 3	Office - single story	6 TPS		1272 Foster Av	Nashville	19327	3,800	8:00 AM	5:00 PM	9		45
130 TPS Nix Quad 4	Office - single story	8 TPS		1270 Foster Av	Nashville	19328	3,800	8:00 AM	5:00 PM	9		45
131 TPS Cole Quad 1	Office - single story	12 TPS		1212 Foster Av	Nashville	19329	3,800	8:00 AM	5:00 PM	9		45
132 TPS Cole Quad 2	Office - single story	5 TPS		1214 Foster Av	Nashville	19330	3,800	8:00 AM	5:00 PM	9		45
133 TPS Cole Quad 3	Office - single story	4 TPS		1216 Foster Av	Nashville	19331	3,800	8:00 AM	5:00 PM	9		45



Building	Type of Space	Number of Occupants (FTE)	Complex	Address	City	FRF Index Code	Gross SqFt (from Treasury / Risk Assessment)	Open	Close	Hours of Operation (M-F)	Add'l hours (Sat/Sun)	Total Hours / Week
134	TPS Code Quad 4	11	TPS	1210 Foster Av	Nashville	19332	3,800	8:00 AM	5:00 PM	9		45
135	TPS Scott Quad 1	5	TPS	1260 Foster Av	Nashville	19333	3,800	8:00 AM	5:00 PM	9		45
136	TPS Scott Quad 2	9	TPS	1266 Foster Av	Nashville	19334	3,800	8:00 AM	5:00 PM	9		45
137	TPS Scott Quad 3	9	TPS	1264 Foster Av	Nashville	19335	3,800	8:00 AM	5:00 PM	9		45
138	TPS Scott Quad 4	16	TPS	1262 Foster Av	Nashville	19336	3,800	8:00 AM	5:00 PM	9		45
139	TPS Davis Quad 1	16	TPS	1232 Foster Av	Nashville	19337	3,800	8:00 AM	5:00 PM	9		45
140	TPS Davis Quad 2	11	TPS	1226 Foster Av	Nashville	19338	3,800	8:00 AM	5:00 PM	9		45
141	TPS Davis Quad 3	15	TPS	1228 Foster Av	Nashville	19339	3,800	8:00 AM	5:00 PM	9		45
142	TPS Davis Quad 4	11	TPS	1230 Foster Av	Nashville	19340	3,800	8:00 AM	5:00 PM	9		45
143	TPS Kilvington Quad 1	0	TPS	1218 Foster Av	Nashville	19341	3,800	8:00 AM	5:00 PM	9		45
144	TPS Kilvington Quad 2	0	TPS	1220 Foster Av	Nashville	19342	3,800	8:00 AM	5:00 PM	9		45
145	TPS Kilvington Quad 3	6	TPS	1222 Foster Av	Nashville	19343	3,800	8:00 AM	5:00 PM	9		45
146	TPS Kilvington Quad 4	8	TPS	1224 Foster Av	Nashville	19344	3,800	8:00 AM	5:00 PM	9		45
147	TPS Menzler Quad 1	0	TPS	1280 Foster Av	Nashville	19345	3,800	8:00 AM	5:00 PM	9		45
148	TPS Menzler Quad 2	9	TPS	1282 Foster Av	Nashville	19346	3,800	8:00 AM	5:00 PM	9		45
149	TPS Menzler Quad 3	0	TPS	1276 Foster Av	Nashville	19347	3,800	8:00 AM	5:00 PM	9		45
150	TPS Menzler Quad 4	0	TPS	1278 Foster Av	Nashville	19348	3,800	8:00 AM	5:00 PM	9		45
151	THP-Cookeville	10	Upper Cumberland	1291 S Walnut	Cookeville	71019	5,400	12:00 AM	12:00 AM	24	48	168
152	Driver's License Station-Cookeville	8	Upper Cumberland	4600 S Jefferson Av	Cookeville	71023	5,000	8:00 AM	5:00 PM	9		45
153	Upper Cumberland Regional Health	75	Upper Cumberland	1100 England Dr	Cookeville	71029	50,800	8:00 AM	5:00 PM	9		45





ATTACHMENT 3

Transition Period Services, Schedule, Budget and Assumptions

(see attached)



Attachment 3: Transition Budget

Transition Budget

Transition Budget Summary

Functional Area	Overview of costs to be included	Total Budget	Labor	Training	Other Expenses
Accounting	Financial system setup, training, travel	\$ 35,761.50	\$ 21,930	\$ 11,744	\$ 2,088
Administrative	Conference calls, training, & travel	\$ 54,866.00	\$ 30,000	\$ 1,044	\$ 23,822
Call Center	Setup & training	\$ 18,588.00	\$ 16,500	\$ -	\$ 2,088
Human Resources	Hiring expenses & drug/background checks	\$ 146,734.00	\$ 15,000	\$ -	\$ 131,734
Orientation Training	Travel & all training related expenses	\$ 9,422.00	\$ -	\$ 3,150	\$ 6,272
Information Technology	System setup & computer setup	\$ 54,106.00	\$ 29,943	\$ -	\$ 24,163
Procurement	Vendor notification & assignment. Vendor data processing for 430 vendors	\$ 53,489.00	\$ 25,000	\$ -	\$ 28,489
Operations	Maintenance Operations Assessment & Setup	\$ 65,176.00	\$ 16,000	\$ -	\$ 49,176
Miscellaneous Transition Services		\$ 100,000.00	\$ 100,000	\$ -	\$ -
Dedicated Project Management Office	From 4/1/13 to 10/31/13	\$ -	N/C	\$ -	\$ -
Mobile Engineering	Setup & training	\$ 14,000.00	\$ -	\$ -	\$ 14,000
Total Transition Expenses		\$ 552,142.50			

Proposed Cost to be Reimbursed by State of TN	\$ 325,000
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Assumptions for Transition Costs:

Includes 2 relocations within Human Resources. Tool purchases are for mobile only. Stationary engineering tools are to be provided by State of Tennessee. 100 hours of electronic interface programming with TN's financial systems.



Attachment 3: Transition Timeline

Complete	Task	Duration	Start Date	Target Date	Owner
0%	State of Tennessee TRANSITION - Includes Training	70 days	3/29/13	7/8/13	
0%	Executed MSA	1 day	3/29/13	3/29/13	Client, Account Manager
0%	Kick-off Meeting	1 day	4/1/13	4/1/13	TT Transition Manager
0%	Scope of Services Validation	1 day	4/2/13	4/2/13	TT Transition Manager
0%	Revised Transition Plan & Roster	3 days	4/3/13	4/5/13	TT Transition Manager
0%	Transition Initiation Activities Complete	0 days	4/5/13	4/5/13	TT Transition Manager
0%	State of Tennessee Alignment Session	2 days	5/15/13	5/16/13	Account Manager
0%	Governance Plan - Includes State of Tennessee commitment to governance model and the	20 days	5/17/13	6/14/13	Account Manager
0%	Change Management Plan	20 days	5/17/13	6/14/13	Account Manager
0%	Stabilization Plan - Roles & Responsibilities Review-Process, timing, and ownership in place	1 day	6/12/13	6/12/13	Account Manager
0%	Stabilization Plan - Identify Product Mentors	2 days	6/20/13	6/21/13	Account Manager
0%	Confirm Stabilization Plan Scope and Target Dates	2 days	6/28/13	7/1/13	Account Manager
0%	Account Management Transition Activities Complete	0 days	7/1/13	7/1/13	Account Manager
0%	Communication Matrix - Branding	15 days	4/2/13	4/22/13	TT Communication Manager
0%	State of Tennessee Transition Communications - ongoing throughout Transition	49 days	4/23/13	7/1/13	TT Communication Manager
0%	Call Center Communication Strategy	10 days	6/11/13	6/24/13	TT Communication Manager
0%	Day 1 Communications - Delivered to new employees, occupants, tenants, vendors, etc.	0 days	7/1/13	7/1/13	TT Communication Manager
0%	Communications matrix/program delivered to on-account team	0 days	7/1/13	7/1/13	TT Communication Manager
0%	Communications TT Activities Complete	0 days	7/1/13	7/1/13	TT Communication Manager
0%	MSA Overview - Completed and Posted	20 days	4/2/13	4/29/13	TT Performance Manager
0%	MSA Deliverables Summary - Completed and Posted	40 days	4/30/13	6/25/13	TT Performance Manager
0%	Performance Metrics and KPIs Established - KPI/SLA Scorecard defined - Agree upon/ Estal	40 days	4/30/13	6/25/13	TT Performance Manager
0%	Report Matrix - Operational/published; includes MSA Req'd Reports defined and approved	40 days	4/30/13	6/25/13	TT Performance Manager
0%	Cost Savings Business Process	39 days	5/7/13	7/1/13	TT Performance Manager
0%	MSA Survey Program - Customer Satisfaction Surveys agreed	20 days	5/29/13	6/25/13	TT Performance Manager
0%	Performance Management TT Activities Complete	0 days	7/1/13	7/1/13	TT Performance Manager
0%	OneView Site Established	2 days	4/1/13	4/2/13	TT Program Manager
0%	State of Tennessee's OneView Portal Access	10 days	4/2/13	4/15/13	TT Program Manager
0%	RFI Questionnaire Completed	10 days	4/2/13	4/15/13	TT Program Manager
0%	Receipt of Property List	15 days	4/2/13	4/22/13	TT Program Manager
0%	Data Management Plan & Property Change Control Process - data administrators id'd for e	45 days	4/16/13	6/18/13	TT Program Manager
0%	Portfolio Tracker - Developed/Data collection and uploads into systems is complete	45 days	4/16/13	6/18/13	TT Program Manager
0%	Architectural Design diagram (i.e. System Map) outlining systems and data integration	9 days	6/19/13	7/1/13	TT Program Manager
0%	Portfolio Tracker Training	5 days	6/19/13	6/25/13	TT Program Manager
0%	Access Provided to Systems	5 days	6/19/13	6/25/13	TT Program Manager
0%	Process to request technology/IT Resources and Cost to support production system reques	5 days	6/19/13	6/25/13	TT Program Manager
0%	Account Team OneView Content Training	5 days	6/25/13	7/1/13	TT Program Manager



Attachment 3: Transition Timeline

% Complete	Task	Duration	Start Date	Target Date	Owner
0%	Account Team OVPortal Hand-off Content/Security Manager-Training	5 days	6/25/13	7/1/13	TT Program Manager
0%	Support Resources Identified - "Who you gonna call" post Day 1 support documented and	1 day	6/25/13	6/25/13	TT Program Manager
0%	Program Management TT Activities Complete	0 days	7/1/13	7/1/13	TT Program Manager
0%	Initial State of Tennessee Communication - Impacted employees and leadership	1 days	4/2/13	4/2/13	TT HR Manager
0%	Draft Staffing Model & Organization chart	3 days	4/2/13	4/4/13	TT HR Manager
0%	Receipt of Employee List and Data	2 days	4/2/13	4/3/13	TT HR Manager
0%	Union and CBA Review Complete	2 days	4/8/13	4/8/13	TT HR Manager
0%	Pay Schedules, Benefits, & Job Descriptions	2 days	4/8/13	4/8/13	TT HR Manager
0%	Employee Hiring Process	50 days	4/5/13	6/14/13	
0%	Road Shows	1 day	4/5/13	4/5/13	TT HR Manager
0%	Employee Application Deadline	2 days	4/8/13	4/9/13	TT HR Manager
0%	Interviews	11 days	4/11/13	4/25/13	TT HR Manager
0%	Offer Decisions Finalized	3 days	4/26/13	4/30/13	TT HR Manager
0%	Offer/Reject Letter Process	2 days	5/1/13	5/2/13	TT HR Manager
0%	Offer Acceptance Deadline	4 days	5/3/13	5/8/13	TT HR Manager
0%	Pre-Employment Processes - Including Background Checks	30 days	5/3/13	6/14/13	TT HR Manager
0%	Key Leadership Positions Filled/Staff hired to support JLL Model	1 day	5/9/13	5/9/13	TT HR Manager
0%	Hired into HRIS	1 day	6/17/13	6/17/13	TT HR Manager
0%	Benefits Orientation	2 days	6/25/13	6/26/13	TT HR Manager
0%	HR TT Activities Complete	0 days	7/1/13	7/1/13	TT HR Manager
0%	Training	24 days	6/4/13	7/8/13	
0%	Employee Newsletters	24 days	6/4/13	7/8/13	TT Training Manager
0%	Training Matrix Complete - Immediate/critical training needs	20 days	5/20/13	6/17/13	TT Training Manager
0%	Critical Day One Training Scheduled	5 days	6/18/13	6/24/13	TT Training Manager
0%	Account Team On-boarding / Separation Checklist published	5 days	6/18/13	6/24/13	TT Training Manager
0%	Account Team Orientation Training Complete	5 days	7/1/13	7/8/13	TT Training Manager
0%	Training TT Activities Complete	0 days	7/8/13	7/8/13	TT Training Manager
0%	Information Technology	20 days	4/2/13	7/5/13	
0%	General IT Data Gathering	20 days	4/2/13	4/29/13	TT IT Manager
0%	Connectivity issues (firewalls) with State of Tennessee's platform resolved. Workarounds li	20 days	4/30/13	5/28/13	TT IT Manager
0%	Infrastructure Preparation - Computers and other devices procured, configured, and deliv	44 days	4/30/13	7/1/13	TT IT Manager
0%	Manual Work Arounnds in Place for Interfaces - If Applicable	4 days	6/26/13	7/1/13	TT IT Manager
0%	JLL Employee Network/Email Access	15 days	6/11/13	7/1/13	TT IT Manager
0%	IT TT Activities Complete	0 days	7/1/13	7/1/13	TT IT Manager
0%	Facility Operations Management	20 days	4/2/13	7/5/13	
0%	Communications Activities - Tennant, Landlord and Sub-Tennant Communications	20 days	4/2/13	4/29/13	TT Communication Manager
0%	JLL COI	10 days	4/2/13	4/15/13	TT IFM Manager
0%	State of Tennessee Processes and Policies	22 days	4/2/13	5/1/13	TT IFM Manager
0%	Current process's for supporting soft services documented and reviewed with FM Lead (rr	22 days	4/2/13	5/1/13	TT IFM Manager
0%	Site Tours / CEGA - Site due diligence data reviewed with FM lead and posted (CEGA requi	45 days	4/2/13	6/4/13	TT IFM Manager
0%	In-Flight Project Transfer Process - Transition cut-over and new work; agree upon JLL role t	30 days	4/9/13	5/20/13	TT IFM Manager
0%	State of Tennessee Satisfaction/KPIs agreed	20 days	4/30/13	5/28/13	TT IFM Manager
0%	Report requirements, frequency, and preferred medium agreed with State of Tennessee; S	20 days	4/30/13	5/28/13	TT IFM Manager



Attachment 3: Transition Timeline

% Complete	Task	Duration	Start Date	Target Date	Owner
0%	Security, Badging and Emergency Plan - including BCP and Emergency Call Trees/Crisis Call	15 days	6/11/13	7/1/13	TT IFM Manager
0%	Ops Manual Template - Deliver and Post Account Field Manuals - RACI's and Process Maps	5 days	6/25/13	7/1/13	TT IFM Manager
0%	Business License Requirements - submitted and follow up	40 days	4/16/13	6/11/13	TT IFM Manager
0%	Key Staff Trained - Back up plan in place	5 days	6/25/13	7/1/13	TT IFM Manager
0%	360 Facility Preventative Maintenance Program - Receive Complete Asset List	30 days	4/2/13	5/13/13	
0%	360 Facility Preventative Maintenance Program - Upload Equipment List & Schedule PM D	30 days	5/14/13	6/25/13	TT IFM Manager
0%	360 Preventative Maintenance Work Order Training	4 days	6/26/13	7/1/13	TT IFM Manager
0%	EHS Program Plan	40 days	4/2/13	5/28/13	TT IFM Manager
0%	Engage JLL EH&S to document and deliver Jones Lang LaSalle EH&S requirements	5 days	4/2/13	4/8/13	TT IFM Manager
0%	Obtain State of Tennessee EHS program, processes, and procedures	10 days	4/16/13	4/29/13	TT IFM Manager
0%	Establish and Implement JLL EH&S program (Fire, Life, Safety) with associated reporting n	15 days	4/30/13	5/20/13	TT IFM Manager
0%	Fully implemented JLL EHS computerized risk management tool to track and report Safety	20 days	4/30/13	5/28/13	TT IFM Manager
0%	IFM Accounting & Finance Activities	64 days	4/2/13	7/1/13	
0%	Data Gathering - Transition cut-over and new work; agree upon JLL role for items not tran:	20 days	4/2/13	4/29/13	TT Acct Fin Manager
0%	Chart of Accounts - Received from State of Tennessee and mapped	20 days	4/2/13	4/29/13	TT Acct Fin Manager
0%	Establish Bank Account - ready to receive funding, cut checks - 30 days prior to Day One	20 days	4/30/13	5/28/13	TT Acct Fin Manager
0%	Monthly Reporting Package Process - Report requirements, frequency, and preferred med	20 days	4/30/13	5/28/13	TT Acct Fin Manager
0%	State of Tennessee Satisfaction/KPIs agreed	20 days	4/30/13	5/28/13	TT Acct Fin Manager
0%	Accounts Payable Process - includes receipt of budgets	40 days	4/2/13	5/28/13	TT Acct Fin Manager
0%	Funding Process & Utility Payment Plan	20 days	4/2/13	4/29/13	TT Acct Fin Manager
0%	E1 Setup - User Access - E1 Roles Identified, incl PO Creators-IFM and PM	10 days	6/12/13	6/25/13	TT Acct Fin Manager
0%	Internal Compliance Controls - Establishment of proper segregation of duties including sut	20 days	4/2/13	4/29/13	TT Acct Fin Manager
0%	E1 Training	5 days	6/25/13	7/1/13	TT Program Manager
0%	Cost Savings Tracker - Systems configured, tested, and live	50 days	4/16/13	6/25/13	TT Program Manager
0%	Cost Savings Tracker Training	4 days	6/26/13	7/1/13	TT Acct Fin Manager; TT Program Manager
0%	IFM Call Center Activities	64 days	4/2/13	7/1/13	
0%	Database Infrastructure - Call volume received /SLA review/Dispatch mode	20 days	4/2/13	4/29/13	TT Call Center Manager
0%	Work Order Process Workflow	20 days	4/30/13	5/28/13	TT Call Center Manager
0%	Telephony Strategy - Telephone number activated - Greeting Recorded	60 days	4/2/13	6/25/13	TT Call Center Manager
0%	Property Set-Up Listing	40 days	4/2/13	5/28/13	TT Call Center Manager
0%	Service Levels	20 days	4/9/13	5/6/13	TT Call Center Manager
0%	Hierarchy Matrix Files	55 days	4/2/13	6/18/13	TT Call Center Manager
0%	Data Population	29 days	5/14/13	6/24/13	TT Call Center Manager
0%	OneView Service Center (OVSC) Site Interface	59 days	4/2/13	6/24/13	TT Call Center Manager
0%	State of Tennessee Satisfaction/KPIs agreed	20 days	4/30/13	5/28/13	TT Call Center Manager
0%	Report requirements, frequency, and preferred medium agreed with State of Tennessee; S	20 days	4/30/13	5/28/13	TT Call Center Manager
0%	Call Center Team Training	5 days	6/25/13	7/1/13	TT Call Center Manager
0%	IFM 360 Reactive Work Order Training	5 days	6/25/13	7/1/13	TT Call Center Manager
0%	IFM State of Tennessee Training - Create Work Request	5 days	6/25/13	7/1/13	TT Call Center Manager
0%	IFM Procurement Activities	68 days	4/2/13	7/8/13	
0%	Receipt of Populated Vendor List from State of Tennessee	10 days	4/2/13	4/15/13	TT Procurement Manager
0%	Vendor Info Data Gathering	30 days	4/2/13	5/13/13	TT Procurement Manager
0%	Vendor Set-up & Notification - Notification Letters sent to all identified Third Party Supplie	29 days	5/14/13	6/24/13	TT Procurement Manager
0%	Contract Templates	59 days	4/2/13	6/24/13	TT Procurement Manager
0%	Contract Transfers	59 days	4/2/13	6/24/13	TT Procurement Manager
0%	Contracts & Procurement Process - Deliver and Post Account Field Manuals - RACI's and Pr	59 days	4/2/13	6/24/13	TT Procurement Manager
0%	State of Tennessee Satisfaction/KPIs agreed	20 days	4/30/13	5/28/13	TT Procurement Manager
0%	Report requirements, frequency, and preferred medium agreed with State of Tennessee; S	20 days	4/30/13	5/28/13	TT Procurement Manager



Attachment 3: Transition Timeline

% Complete	Task	Duration	Start Date	Target Date	Owner
0%	Uniform Program - Uniform program identified; items ordered/received or interim program in place	15 days	6/11/13	7/1/13	TT Procurement Manager
0%	Vehicle Fleet Management Program - lease agreement/insurance in place; or interim program in place	59 days	4/2/13	6/24/13	TT Procurement Manager
0%	Mobile Equipment Program - Mobile equipment program in place; devices distributed to end users	15 days	6/11/13	7/1/13	TT Procurement Manager
0%	Site Stuff - E Procurement	15 days	6/11/13	7/1/13	TT Procurement Manager
0%	Systems configured, tested, and live - Vendor Tracking Database, COI Tracker, E1 Sourcing	5 days	6/25/13	7/1/13	TT Procurement Manager
0%	IFM Contracts & Supplier Procurement Training	5 days	7/1/13	7/8/13	TT Procurement Manager
0%	IFM IT Activities	60 days	4/2/13	6/25/13	
0%	Accounting Interface Development - Programmed interfaces are defined and developed	30 days	4/2/13	5/13/13	TT IT Manager
0%	Call Center Interfaces - Programmed interfaces are defined and developed	30 days	4/2/13	5/13/13	TT IT Manager
0%	Single Sign-On Process	50 days	4/16/13	6/25/13	TT IT Manager
0%	IFM TT Activities Complete	0 days	7/8/13	7/8/13	TT IFM Manager
0%	Staffing	68 days	4/2/13	7/8/13	TT Mobile Engineering Manager
0%	External & JLL Transfer Techs Start Date	0 days	7/1/13	7/1/13	
0%	Security/Badging: Staff Badging if Applicable	0 days	7/1/13	7/1/13	Client
0%	Training: MES Field Manual Delivery	9 days	6/25/13	7/8/13	
0%	MES Ops Mngr. Field Manual Training	1 day	6/25/13	6/25/13	TT Mobile Engineering Manager
0%	All Dedicated techs, JLL /MES/360/Field Manual	2 days	7/1/13	7/2/13	TT Mobile Engineering Manager
0%	FM Ops Manual, All dedicated staff	5 days	7/1/13	7/8/13	TT Mobile Engineering Manager
0%	Accounting & Finance	24 days	5/29/13	7/1/13	
0%	MES Invoicing Process/Requirements Plan developed	15 days	5/29/13	6/18/13	TT Acct Fin Manager; MES Accounting manager
0%	MES Technician Pcard request & delivery	15 days	6/11/13	7/1/13	TT Mobile Engineering Manager
0%	CMMIS: Worktype reconciliation Callcenter/MES 360	61 days	4/9/13	7/3/13	
0%	PM/Inspection Types Reconciliation Account & MES 360	20 days	4/9/13	5/6/13	TT Call Center Manager; TT Mobile Engineering Manager
0%	Call center Loader File Submitted to MES (Bldgs, spaces, SLA's, priorities)	0 days	5/28/13	5/28/13	TT Call Center Manager
0%	MES 360 - Prep data templates for upload, Accrual upload, Continuity testing	22 days	5/29/13	6/27/13	TT Call Center Manager
0%	Workorder continuity testing 360 Acct & MES & call center	3 days	6/28/13	7/2/13	TT Call Center Manager; TT Mobile Engineering Manager; TT IFM Manager
0%	MES 360 Ready for Reactive Dispatches & PM Batches	0 days	6/28/13	6/28/13	TT Call Center Manager; TT Mobile Engineering Manager; TT IFM Manager
0%	Month 1 & 2 PM/Inspection Batches sent to MES	1 day	6/28/13	6/28/13	TT IFM Manager
0%	Request Business Intelligence Dashboard from Accrual	3 days	7/1/13	7/3/13	TT Mobile Engineering Manager
0%	Procurement & Contracts	64 days	4/2/13	7/1/13	
0%	Evaluate suitability of State of Tennessee vehicles for transfer to MES	10 days	4/2/13	4/15/13	TT Mobile Engineering Manager
0%	Existing Vehicle Transfer (If applicable)	43 days	4/16/13	6/14/13	TT Mobile Engineering Manager
0%	New vehicle procurement, leasing, fit out & delivery	43 days	4/16/13	6/14/13	TT Mobile Engineering Manager
0%	Uniforms, smart phones/docks, truck tools	15 days	6/11/13	7/1/13	TT Mobile Engineering Manager
0%	TT MES Activities Complete	0 days	7/8/13	7/8/13	TT Mobile Engineering Manager
0%	ONEVIEW ANALYTICS	63 days	7/16/13	10/11/13	OVA Manager
0%	Determine Analytics Requirements - Preliminary Dashboard	20 days	7/16/13	10/11/13	OVA Manager
0%	Determine Additional Analytics Requirements	13 days	8/13/13	8/29/13	OVA Manager
0%	Report Configuration & Testing	30 days	8/30/13	10/11/13	OVA Manager
0%	Activities Complete	0 days	10/11/13	10/11/13	OVA Manager



ATTACHMENT 4

Reserved



ATTACHMENT 5

Specific Required Reports

Contractor shall provide to State the specified reports identified below. Such reports shall be provided on a regular basis as set forth below and in a format as mutually agreed upon by the Parties. The following reports shall be required:

<u>Service Line</u>	<u>Report Name</u>	<u>State Recipient</u>	<u>Frequency</u>
Energy	Energy Consumption Based on Paid Invoices	Jay Harrison	Monthly



ATTACHMENT 6

Proposed KPIs and Scoring Methodology

Schedule 1

FM Fee Schedule



Schedule 2
Facilities Management Services Additional Components Rate Schedule



Schedule 2: Additional Facility Management Components
Page 1

	Proposed Monthly Rate
Project Management	
Program Administrator	\$24,000
Project Manager	\$16,800
Senior Project Schedule Facilitator	\$19,800
Staff Project Schedule Facilitator	\$16,800
Program Controls Coordinator	\$16,800
Program Technician	\$16,800
Project Administrator	\$10,200
Senior Field Representative	\$19,800
Staff Field Representative	\$16,800
CAD/CAFM Administrator	\$12,000
Assistant Project Manager	\$11,400
Mid-level Project Manager	\$16,800
Senior Level Project Manager	\$19,800
Vice President – Project Manager	\$24,000
Sr. Vice President – Project Manager	\$29,400
Head of Project Management	\$29,400
Strategic Planning and Asset Management	
Director of Strategic Planning and Asset Management	\$27,229
Director of Master Planning	\$23,258
Master Planning Manager	\$15,378
Business Analyst	\$8,637
Real Estate	
Director of Real Estate	\$21,301
Acquisitions and Dispositions Manager	\$15,378
Leasing Manager	\$15,378
Facilities Management & Capital Projects	
Director of Facilities Management and Capital Projects	\$19,804
Facilities Manager	\$12,023
Capital Projects Manager	\$12,023
Space Planning Manager	\$14,599
Energy Sustainability Manager	\$13,721
Environmental Compliance Officer	\$13,638
Occupancy Planning	
Studio Director (NCIDQ certified)	\$13,120
Senior-level Workplace Services/Space Planning Interior Designer (NCIDQ certified)	\$10,930
Mid-level Workplace Services/Space Planning Interior Designer (NCIDQ certified)	\$9,480
Interior Designer (NCIDQ certified)	\$8,750
Interior Project Manager (NCIDQ certified)	\$8,020
CAD Tech	\$7,290

	Proposed hourly Rate
Support Services	
Shipping/Receiving Supervisor	\$25.60
Shipping/Receiving Clerk	\$20.23
Administrative Site Supervisor	\$27.27
Receptionist	\$21.28
Food Services Coordinator	\$26.86

Schedule 2: Additional Facility Management Components

Move Management

Amt of People	< 25	25- 100	101+
Cost Per Person	\$100	\$90	\$85

Master Planning

Total Project Sq Ft	<500,000 Sq Ft	500,000 - 5,000,000 Sq Ft	> 5,000,000 Sq Ft
Per Sq Ft Amount	\$ 0.1275	\$ 0.0950	\$ 0.0775

Facility Assessment

Total Project Sq Ft	< 10,000 Sq Ft	10,000 - 50,000 Sq Ft	> 50,000 Sq Ft
Per Sq Ft Amount	\$ 0.0630	\$ 0.0495	\$ 0.0430

Energy Audits

Total Project Sq Ft	< 10,000 Sq Ft	10,000 - 50,000 Sq Ft	> 50,000 Sq Ft
Per Sq Ft Amount (ASHRAE Level 1)	\$ 0.6000	\$ 0.2000	\$ 0.1000
Per Sq Ft Amount (ASHRAE Level 2)	\$ 1.2000	\$ 0.4000	\$ 0.2400

Pre-Planning

Please use the following scenario to provide an estimated cost for the pre-planning services:

Provide a cost for 300 projects to be pre-planned in 12 months with the following complexity levels:

10% High

70% Moderate

20% Low

\$1,258,000

Assumptions

Pricing for Shipping and Receiving, Administrative Services and Food Services coordinator assume full-time staffing positions.

For larger-scale ASHRAE evaluations, the following rate structure is applicable:

FEE				
Size		150,000 + SF	500,000 +SF	1,000,000 +SF
ASHRAE Level 1 Assessment		\$0.06per SF	\$0.045 per SF	\$0.04 per SF
ASHRAE Level 2 Assessment and Portfolio Manager Profile Creation		\$0.12 per SF	\$0.09 per SF	\$0.07 per SF



**AMENDMENT NUMBER ONE
TO CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
JONES LANG LASALLE AMERICAS, INC.
Agency Tracking No. 32101-00124, EDISON Record ID 36239 (the "Contract")**

This Amendment Number One (this "First Amendment") is made and entered by and between the **State of Tennessee, Department of General Services**, hereinafter referred to as the "State," and **Jones Lang LaSalle Americas, Inc.**, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said undersigned contracting parties that the Contract is hereby amended as follows:

1. List of Facilities. Attachment 2 to the Contract has been revised by the parties. Accordingly, Attachment 2 to the Contract is hereby deleted in its entirety and the List of Facilities attached to this First Amendment as Exhibit A is inserted in its place and stead.
2. Required Approvals. The State is not bound by this First Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
3. Amendment Effective Date. The revisions set forth herein shall be effective as of the date this First Amendment is fully executed. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

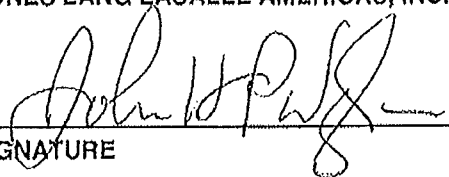
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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This First Amendment is entered into as of the day and year last written below:

IN WITNESS WHEREOF,

JONES LANG LASALLE AMERICAS, INC.:

 6-28-13
SIGNATURE DATE
JOHN H. PADGHAM, MANAGING DIRECTOR
PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES:

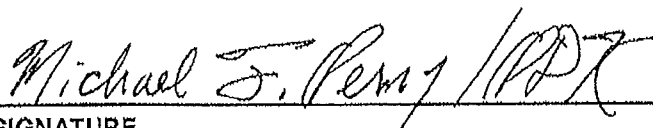
 6/28/13
SIGNATURE DATE
Michael F. Perry, CPO (by PAUL D. KRIVACKA)
PRINTED NAME AND TITLE OF SIGNATORY (above)



Exhibit A

List of Facilities

(attached)



As of 6-27-2013:

Owned S.F. Total	5,599,100
Critical S.F. Total	1,001,258
Ground Leased R.S.F. Total	1,314,293
Gross Leased R.S.F. Total	1,703,726
Grand Total S.F.	9,618,377



FRF Index Code	Property Name	Property Address	City	State	Zip Code	Property Type	Complex	OVWO/Clarify Site ID	RSF
19105	WRS TN Tower	312 Rosa L Parks Av	Nashville TN		37243	Office/Admin	(Nashville CBD)		
19000	State Capitol	Charlotte Av	Nashville TN		37243	Office/Admin	Snodgrass / TN Tower	01328LDG10088	831400
19010	Legislative Plaza	6th Av N	Nashville TN		37243	Office/Admin	State Capitol	01328LDG10150	41465
19007	War Memorial	7th Av N	Nashville TN		37243	Office/Admin	State Capitol	01328LDG10151	57351
							State Capitol	01328LDG10152	71042

1001258



FRF Index Code	Property Name	Property Address	City	Zip Code	Complex	OVW/Clarify Site ID	Type of Lease	RSE
63015	100 Providence Blvd. Suite A	100 Providence Blvd. Suite A	Clarksville	37042	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10154	Ground	9941
54006	1008 Knight Road	1008 Knight Road	Athens	37303	East TN (Chattanooga/Knoxville)	01328LDG10156	Ground	6750
81001	1011 Spring Street	1011 Spring Street	Dover	37058	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10159	Ground	3458
89012	102 Mullican Street	102 Mullican Street	McMinnville	37110	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10160	Ground	2810
40011	1023 Mineral Wells Ave.	1023 Mineral Wells Ave.	Paris	38242	Western TN (Jackson/Memphis)	01328LDG10162	Ground	7470
75021	1035 Samsonite Blvd.	1035 Samsonite Blvd.	Murfreesboro	37129	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10165	Ground	8700
80006	105 Eatherly Landing	105 Eatherly Landing	Carthage	37030	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10169	Ground	4050
82021	1060 Wilcox Court	1060 Wilcox Court	Kingsport	37660	East TN (Chattanooga/Knoxville)	01328LDG10172	Ground	16600
2009	1106 Madison Street	1106 Madison Street	Shelbyville	37160	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10182	Ground	6000
32008	1108 Gateway Service Pky, D	1108 Gateway Service Pky, D	Morrisown	37813	East TN (Chattanooga/Knoxville)	01328LDG10184	Ground	15250
94001	111 Campbell Drive	111 Campbell Drive	Sneedville	37869	East TN (Chattanooga/Knoxville)	01328LDG10185	Ground	2423
72007	111 Fourth Avenue	111 Fourth Avenue	Dayton	37321	East TN (Chattanooga/Knoxville)	01328LDG10187	Ground	5500
37009	1112 East Main Street	1112 East Main Street	Rogersville	37857	East TN (Chattanooga/Knoxville)	01328LDG10188	Ground	3815
22007	114 West Christ Drive	114 West Christ Drive	Dickson	37055	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10192	Ground	5959
80008	117 Eatherly Landing Road	117 Eatherly Landing Road	Carthage	37030	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10195	Ground	7000
62009	119 Pedigo Rd, Suite A	119 Pedigo Rd, Suite A	Madisonville	37354	East TN (Chattanooga/Knoxville)	01328LDG10197	Ground	3046
89007	1200 Belmont Drive	1200 Belmont Drive	McMinnville	37110	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10199	Ground	5712
59002	1204 Nashville Highway	1204 Nashville Highway	Lewisburg	37091	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10201	Ground	3887
30013	1210 Hal Henard Road	1210 Hal Henard Road	Greeneville	37743	East TN (Chattanooga/Knoxville)	01328LDG10203	Ground	4500
62008	123 Pedigo Road	123 Pedigo Road	Madisonville	37354	East TN (Chattanooga/Knoxville)	01328LDG10209	Ground	5971
30006	128 Serral Drive	128 Serral Drive	Greeneville	37744	East TN (Chattanooga/Knoxville)	01328LDG10214	Ground	8108
71025	1300 Salem Road	1300 Salem Road	Cookeville	38506	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10216	Ground	26967
33017	1304 McCallie Avenue	1304 McCallie Avenue	Chattanooga	37404	East TN (Chattanooga/Knoxville)	01328LDG10218	Ground	9846
31001	13153 US 41	13153 US 41	Tracy City	37387	East TN (Chattanooga/Knoxville)	01328LDG10220	Ground	3306
82017	1329 Highway 394, Suites A&B	1329 Highway 394, Suites A&B	Slountville	37617	East TN (Chattanooga/Knoxville)	01328LDG10222	Ground	5619
60018	1400 College Park Dr.	1400 College Park Dr.	Columbia	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10228	Ground	15500
87003	1403 Main Street	1403 Main Street	Maynardville	37807	East TN (Chattanooga/Knoxville)	01328LDG10230	Ground	4416
60023	1421 Hampshire Pike	1421 Hampshire Pike	Columbia	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10236	Ground	17000
54007	150 Plaza Circle	150 Plaza Circle	Athens	37303	East TN (Chattanooga/Knoxville)	01328LDG10241	Ground	6100
95011	155 Legends Drive, Suite H	155 Legends Drive, Suite H	Lebanon	37087	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10248	Ground	6515
9011	157 South Main Street	157 South Main Street	McKenzie	38201	Western TN (Jackson/Memphis)	01328LDG10249	Ground	12402



FRI Index Code	Property Name	Property Address	City	Zip Code	Complex	OVWO/Clarify Site ID	Type of Lease	RSF
75018	1711 Old Fort Parkway	1711 Old Fort Parkway	Murfreesboro	37129	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10258	Ground	14000
75022	1800 South Rutherford 202&203	1800 South Rutherford 202&203	Murfreesboro	37130	East TN (Chattanooga/Knoxville)	01328LDG10260	Ground	4473
63014	1850 Business Park Dr., 122B	1850 Business Park Dr., 122B	Clarksville	37040	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10265	Ground	13500
30012	190 Serral Drive	190 Serral Drive	Greeneville	37745	East TN (Chattanooga/Knoxville)	01328LDG10266	Ground	10560
82015	1908-12 Bowater Dr., Ste 8-12	1908-12 Bowater Dr., Ste 8-12	Kingsport	37660	East TN (Chattanooga/Knoxville)	01328LDG10267	Ground	6480
79051	1925 South Third Street	1925 South Third Street	Memphis	38109	Western TN (Jackson/Memphis)	01328LDG10268	Ground	22000
90033	195 Freckle Court	195 Freckle Court	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10269	Ground	9534
90034	196 Freckle Court	196 Freckle Court	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10270	Ground	3200
90007	196 Montgomery Street	196 Montgomery Street	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10271	Ground	8700
90022	204 High Point Drive	204 High Point Drive	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10278	Ground	9755
95010	204 Maddox Simpson	204 Maddox Simpson	Lebanon	37090	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10279	Ground	7358
10005	205 Cherokee Park Dr.	205 Cherokee Park Dr.	Elizabethton	37643	East TN (Chattanooga/Knoxville)	01328LDG10281	Ground	3500
9003	20810 Main Street, East	20810 Main Street, East	Huntingdon	38320	Western TN (Jackson/Memphis)	01328LDG10285	Ground	6363
42003	21 Store Front Drive	21 Store Front Drive	Erin	37061	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10287	Ground	3852
26011	2160 Cowan Highway	2160 Cowan Highway	Winchester	37398	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10289	Ground	6000
95007	217 East High Street	217 East High Street	Lebanon	37087	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10291	Ground	13250
82019	2193 Feathers Chapel Road	2193 Feathers Chapel Road	Bristol	37620	East TN (Chattanooga/Knoxville)	01328LDG10294	Ground	8972
19133	220 Blanton Avenue	220 Blanton Avenue	Nashville	37210	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10296	Ground	17000
32009	222 Bowman Road	222 Bowman Road	Morristown	37813	East TN (Chattanooga/Knoxville)	01328LDG10300	Ground	14800
22008	222 State Street, Suite A	222 State Street, Suite A	Dickson	37055	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10302	Ground	10832
52003	2221 Thornton Taylor Bypass	2221 Thornton Taylor Bypass	Payetteville	37334	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10304	Ground	5243
90021	2305 Silverdale Road	2305 Silverdale Road	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10312	Ground	15816
70005	240 Cherokee Circle	240 Cherokee Circle	Benton	37307	East TN (Chattanooga/Knoxville)	01328LDG10315	Ground	2816
15179	245 Blanton Avenue	245 Blanton Avenue	Nashville	37210	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10318	Ground	3000
22004	250 State Street, Suite B	250 State Street, Suite B	Dickson	37055	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10321	Ground	7812
90030	2555 Plymouth Road	2555 Plymouth Road	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10324	Ground	24266
90031	2557 Plymouth Road	2557 Plymouth Road	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10325	Ground	15000
79050	2584 Overton Crossing	2584 Overton Crossing	Memphis	38127	Western TN (Jackson/Memphis)	01328LDG10326	Ground	10500
6015	2703 Commerce Drive, NE	2703 Commerce Drive, NE	Cleveland	37311	East TN (Chattanooga/Knoxville)	01328LDG10328	Ground	16000
19132	2816 Dickerson Road	2816 Dickerson Road	Nashville	37207	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10330	Ground	12500
79016	2850 Austin Peay Highway	2850 Austin Peay Highway	Memphis	38128	Western TN (Jackson/Memphis)	01328LDG10331	Ground	4590
11005	286 Frey Street	286 Frey Street	Ashland City	37015	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10332	Ground	5641



FRF Index Code	Property Name	Property Address	City	Zip Code	Complex	OVWO/Clarify Site ID	Type of Lease	RSF
19064	287 Plus Park Boulevard	287 Plus Park Boulevard	Nashville	37217	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10333	Ground	14100
19065	289 Plus Park Boulevard	289 Plus Park Boulevard	Nashville	37217	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10334	Ground	12500
6014	301 James Asbury Dr NW	301 James Asbury Dr NW	Cleveland	37312	East TN (Chattanooga/Knoxville)	01328LDG10341	Ground	6000
79062	3040 Walnut Grove Road	3040 Walnut Grove Road	Memphis	38111	Western TN (Jackson/Memphis)	01328LDG10346	Ground	10114
16010	307 Industrial Blvd.	307 Industrial Blvd.	Tulahoma	37388	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10349	Ground	5084
19135	310 Great Circle Road	310 Great Circle Road	Nashville	37228	(Nashville) Metro Center & RS Gass	01328LDG10352	Ground	211280
79044	3150 Appling Road	3150 Appling Road	Bartlett	38133	Western TN (Jackson/Memphis)	01328LDG10355	Ground	13600
79024	3230 Jackson Avenue	3230 Jackson Avenue	Memphis	38122	Western TN (Jackson/Memphis)	01328LDG10355	Ground	89614
8001	325 Bryant Lane	325 Bryant Lane	Woodbury	37190	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10366	Ground	3094
79010	3360 South Third	3360 South Third	Memphis	38109	Western TN (Jackson/Memphis)	01328LDG10369	Ground	5276
63006	350 Pageant Lane	350 Pageant Lane	Clarksville	37041	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10372	Ground	19247
27008	3628 East End Drive	3628 East End Drive	Humboldt	38343	Western TN (Jackson/Memphis)	01328LDG10374	Ground	4360
39004	37 College Drive, Site A	37 College Drive, Site A	Lexington	38351	Western TN (Jackson/Memphis)	01328LDG10375	Ground	5902
19081	3763 Nolensville Road	3763 Nolensville Road	Nashville	37211	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10380	Ground	6000
82016	3769 Highway 11 West	3769 Highway 11 West	Blountville	37627	East TN (Chattanooga/Knoxville)	01328LDG10381	Ground	2972
94007	3830 Carothers Parkway	3830 Carothers Parkway	Franklin	37067	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10382	Ground	5900
83012	393 Maple Street	393 Maple Street	Gallatin	37066	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10385	Ground	9632
37008	4017 Highway 66 South	4017 Highway 66 South	Rogersville	37857	East TN (Chattanooga/Knoxville)	01328LDG10389	Ground	7600
52005	4110 Thornton Taylor Parkway	4110 Thornton Taylor Parkway	Fayetteville	37334	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10393	Ground	4234
75006	434 Jay Hawk Court	434 Jay Hawk Court	Murfreesboro	37128	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10401	Ground	18477
74009	4676 Highway 41 North, Suite C	4676 Highway 41 North, Suite C	Springfield	37172	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10406	Ground	6688
90032	4717 Lake Park Drive	4717 Lake Park Drive	Johnson City	37347	East TN (Chattanooga/Knoxville)	01328LDG10408	Ground	5035
58005	4926 Main Street	4926 Main Street	Jasper	37347	East TN (Chattanooga/Knoxville)	01328LDG10413	Ground	5882
58007	4930 Main Street	4930 Main Street	Jasper	37347	East TN (Chattanooga/Knoxville)	01328LDG10414	Ground	6504
58008	4950 Main Street, Building D	4950 Main Street, Building D	Jasper	37347	East TN (Chattanooga/Knoxville)	01328LDG10415	Ground	5208
12004	525 North Church Street	525 North Church Street	Henderson	38340	Western TN (Jackson/Memphis)	01328LDG10420	Ground	5127
50009	527 Crews Street	527 Crews Street	Lawrenceburg	38464	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10421	Ground	7612
16007	55 Saint Bede's Drive	55 Saint Bede's Drive	Manchester	37355	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10425	Ground	6770
89015	594 Vervilla Road	594 Vervilla Road	McMinnville	37110	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10429	Ground	5500
60021	6000 Trotwood Avenue	6000 Trotwood Avenue	Columbia	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10431	Ground	6193



FF# Index Code	Property Name	Property Address	City	Zip Code	Complex	OWVO/Clarify Site ID	Type of Lease	RSF
79159	6075 Winchester Rd.	6075 Winchester Rd.	Memphis	38115	Western TN (Jackson/Memphis)	01328LDG10435	Ground	2739
30015	613 Asheville Highway	613 Asheville Highway	Greeneville	37143	East TN (Chattanooga/Knoxville)	01328LDG10436	Ground	1800
15009	615 West Broadway	615 West Broadway	Newport	37821	East TN (Chattanooga/Knoxville)	01328LDG10438	Ground	9887
79048	6174 Macon Road	6174 Macon Road	Memphis	38134	Western TN (Jackson/Memphis)	01328LDG10439	Ground	3470
42007	6981 Highway 13	6981 Highway 13	Erin	37061	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10448	Ground	2000
82022	707 North Eastman Road	707 North Eastman Road	Kingsport	37660	East TN (Chattanooga/Knoxville)	01328LDG10451	Ground	13000
30011	716 Professional Plaza	716 Professional Plaza	Greeneville	37745	East TN (Chattanooga/Knoxville)	01328LDG10454	Ground	3435
86004	724 Ohio Avenue	724 Ohio Avenue	Erwin		East TN (Chattanooga/Knoxville)	01328LDG10456	Ground	3428
74003	809 North Mabel Street	809 North Mabel Street	Springfield	37172	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10465	Ground	6521
74006	812 South Brown Street	812 South Brown Street	Springfield	37172	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10467	Ground	8100
79060	8383 Wolf Lake Drive	8383 Wolf Lake Drive	Bartlett	38133	Western TN (Jackson/Memphis)	01328LDG10473	Ground	16000
2012	841 Union Street, Suite 106	841 Union Street, Suite 106	Shelbyville	37160	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10474	Ground	1606
29003	8421 Rutledge Pike	8421 Rutledge Pike	Rutledge	37861	East TN (Chattanooga/Knoxville)	01328LDG10475	Ground	3864
83011	855 North Bluejay Way	855 North Bluejay Way	Gallatin	37066	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10479	Ground	5410
2011	875 Union Street, Suites B&C	875 Union Street, Suites B&C	Shelbyville	37160	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10483	Ground	4081
2007	905 Madison Street	905 Madison Street	Shelbyville	37160	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10489	Ground	4950
90013	907 Buffalo Street	907 Buffalo Street	Johnson City		East TN (Chattanooga/Knoxville)	01328LDG10490	Ground	15974
59004	930 North Ellington Parkway	930 North Ellington Parkway	Lewisburg	37091	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10492	Ground	4200
79035	942 West Poplar Ave., Suite 10	942 West Poplar Ave., Suite 10	Colliersville	38017	Western TN (Jackson/Memphis)	01328LDG10494	Ground	4494
6011	950 Star-Vue Drive	950 Star-Vue Drive	Cleveland	37311	East TN (Chattanooga/Knoxville)	01328LDG10495	Ground	11784
30014	980 Old Stage Road	980 Old Stage Road	Greeneville	37745	East TN (Chattanooga/Knoxville)	01328LDG10497	Ground	3185
7002	Farmers Market Building	Farmers Market Building	Caryville	37714	East TN (Chattanooga/Knoxville)	01328LDG10498	Ground	13375
19999	Pellissippi (PSCC)	7201 Strawberry Plains Pike	Knoxville	37914	East TN (Chattanooga/Knoxville)	01328LDG10508	Ground	82491
33028	6040 Century Oaks Drive	6040 Century Oaks Drive	Chattanooga	37416	East TN (Chattanooga/Knoxville)	01328LDG10506	Ground	10900
32012	2567 Buffalo Trail	2567 Buffalo Trail	Morris town		East TN (Chattanooga/Knoxville)	01328LDG10502	Ground	1950

1314293



FRS Index Code	Property Name	Property Address	City	State	Zip Code	Complex	OVWQ/Clarify Site ID	Type of Lease	RSF
33019	100 E. 10th St, Suite 100	100 E. 10th St, Suite 100	Chattanooga	TN	37402	East TN (Chattanooga/Knoxville)	01328LDG10153	Gross	1132
71027	1000 England Drive	1000 England Drive	Cookeville	TN	38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10155	Gross	22700
74008	101 Mooreland Drive, Suite C&D	101 Mooreland Drive, Suite C&D	Springfield	TN	37172	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10157	Gross	3111
36006	1010 Wayne Road, Suite 205	1010 Wayne Road, Suite 205	Savannah	TN	38372	Western TN (Jackson/Memphis)	01328LDG10158	Gross	1045
45001	102 N Russell St	102 N Russell St	Jefferson City	TN	37760	East TN (Chattanooga/Knoxville)	01328LDG10161	Gross	979
90011	103 East Walnut Street	103 East Walnut Street	Johnson City	TN		East TN (Chattanooga/Knoxville)	01328LDG10163	Gross	15895
63013	1030 Cumberland HTS Rd, C	1030 Cumberland HTS Rd, C	Clarksville	TN	37040	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10164	Gross	776
35002	1035-A Wayne Road	1035-A Wayne Road	Savannah	TN	38372	Western TN (Jackson/Memphis)	01328LDG10166	Gross	6152
19144	104 Cude Ln, Suite 162	104 Cude Ln, Suite 162	Nashville	TN	37115	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10167	Gross	4117
76005	104 Fire Hall Drive	104 Fire Hall Drive	Huntsville	TN	37756	East TN (Chattanooga/Knoxville)	01328LDG10168	Gross	6642
45004	1050 and 1052 South Hwy. 92	1050 and 1052 South Hwy. 92	Dandridge	TN	37725	East TN (Chattanooga/Knoxville)	01328LDG10170	Gross	10500
80004	105 South Main Street, 2nd floor	105 South Main Street, 2nd floor	Carthage	TN	37030	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10171	Gross	980
89004	107 Lyon Street	107 Lyon Street	McMinnville	TN	37110	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10173	Gross	3644
73010	1070 North Gateway Avenue	1070 North Gateway Avenue	Rockwood	TN	37854	East TN (Chattanooga/Knoxville)	01328LDG10174	Gross	5000
41004	108 Progress Center Plaza	108 Progress Center Plaza	Centerville	TN	37033	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10175	Gross	4530
36001	1080 Wayne Road	1080 Wayne Road	Savannah	TN	38372	Western TN (Jackson/Memphis)	01328LDG10176	Gross	3358
73008	1086 North Gateway Avenue	1086 North Gateway Avenue	Rockwood	TN	37854	East TN (Chattanooga/Knoxville)	01328LDG10177	Gross	9200
16008	110 Mitchell Blvd., Suite A	110 Mitchell Blvd., Suite A	Tullahoma	TN	37388	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10178	Gross	3000
55001	110 South Y Street	110 South Y Street	Selmer	TN	38375	Western TN (Jackson/Memphis)	01328LDG10179	Gross	600
1009	110 W. Centre Stage Rd	110 W. Centre Stage Rd	Clinton	TN	37746	East TN (Chattanooga/Knoxville)	01328LDG10180	Gross	4600
15078	1101 Kermit Drive, Suite 400	1101 Kermit Drive, Suite 400	Nashville	TN	37247	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10181	Gross	15994
90153	1107 Jackson Blvd., Unit S1	1107 Jackson Blvd., Unit S1	Jonesborough	TN		East TN (Chattanooga/Knoxville)	01328LDG10183	Gross	775
7008	111 Ellison Road	111 Ellison Road	LaFollette	TN	37766	East TN (Chattanooga/Knoxville)	01328LDG10186	Gross	4500
57025	1124 Whitehall St., Suites A,B&E	1124 Whitehall St., Suites A,B&E	Jackson	TN	38301	Western TN (Jackson/Memphis)	01328LDG10189	Gross	14400
68002	113 Factory Street	113 Factory Street	Linden	TN	37096	Western TN (Jackson/Memphis)	01328LDG10190	Gross	2752
46006	114 Court Street	114 Court Street	Mountain City	TN	37683	East TN (Chattanooga/Knoxville)	01328LDG10191	Gross	1200
78007	115 Allensville Road	115 Allensville Road	Sevierville	TN	37876	East TN (Chattanooga/Knoxville)	01328LDG10193	Gross	7500
28007	115 South Cedar Lane	115 South Cedar Lane	Pulaski	TN	38478	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10194	Gross	5283
32010	117 West Park Court, Suite 1	117 West Park Court, Suite 1	Talbot	TN	37877	East TN (Chattanooga/Knoxville)	01328LDG10196	Gross	1392
38004	1199 South Dupree Street	1199 South Dupree Street	Brownsville	TN	38012	Western TN (Jackson/Memphis)	01328LDG10198	Gross	5669
43005	1203 & 1207 Highway 70 West	1203 & 1207 Highway 70 West	Waverly	TN	38301	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10200	Gross	4250



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57151	121 Executive Drive	121 Executive Drive	Jackson	TN	38305	Western TN (Jackson/Memphis)	01328LDG10202	Gross	7997
78010	1216 Graduate Drive	1216 Graduate Drive	Sevierville	TN	37862	East TN (Chattanooga/Knoxville)	01328LDG10204	Gross	4740
66014	1216 Stad Avenue, Suite B	1216 Stad Avenue, Suite B	Union City	TN	38281	Western TN (Jackson/Memphis)	01328LDG10205	Gross	864
41005	122 Progress Center	122 Progress Center	Centerville	TN	37093	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10206	Gross	450
78009	1220 Graduate Drive	1220 Graduate Drive	Sevierville	TN	37852	East TN (Chattanooga/Knoxville)	01328LDG10207	Gross	6500
71014	1221 Burgess Falls Road	1221 Burgess Falls Road	Cookeville	TN	38506	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10208	Gross	375
9001	1256 East Main	1256 East Main	Huntingdon	TN	38244	Western TN (Jackson/Memphis)	01328LDG10210	Gross	800
40010	126 Culley Drive	126 Culley Drive	Paris	TN	38242	Western TN (Jackson/Memphis)	01328LDG10211	Gross	7000
66010	126 East Main Street, Suite C	126 East Main Street, Suite C	Union City	TN	38251	Western TN (Jackson/Memphis)	01328LDG10212	Gross	4337
78008	127 Joy Street	127 Joy Street	Sevierville	TN	37862	East TN (Chattanooga/Knoxville)	01328LDG10213	Gross	2016
13010	129 South Broad Street	129 South Broad Street	New Tazewell	TN	37825	East TN (Chattanooga/Knoxville)	01328LDG10215	Gross	2200
40009	1302 Westwood Street	1302 Westwood Street	Paris	TN	38242	Western TN (Jackson/Memphis)	01328LDG10217	Gross	2150
50010	1311 South Locust Av., Ste.101	1311 South Locust Av., Ste.101	Lawrenceburg	TN	38454	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10219	Gross	9080
65004	1328 Knoxville Highway	1328 Knoxville Highway	Wartburg	TN	37887	East TN (Chattanooga/Knoxville)	01328LDG10221	Gross	5981
92015	135 South Poplar Street, Suite B	135 South Poplar Street, Suite B	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10223	Gross	2641
23015	1355 Flowering Dogwood Ln#C	1355 Flowering Dogwood Ln#C	Dyersburg	TN	38024	Western TN (Jackson/Memphis)	01328LDG10224	Gross	850
18014	136 Dooley Street	136 Dooley Street	Crossville	TN	38553	East TN (Chattanooga/Knoxville)	01328LDG10225	Gross	6400
38005	136 S. Washington Street, Ste. 1	136 S. Washington Street, Ste. 1	Brownsville	TN	38012	Western TN (Jackson/Memphis)	01328LDG10226	Gross	528
7006	140 Indian Mound Circle, Suite 1	140 Indian Mound Circle, Suite 1	Jacksboro	TN	37757	East TN (Chattanooga/Knoxville)	01328LDG10227	Gross	900
14003	141 East Lake Avenue	141 East Lake Avenue	Celina	TN	38551	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10231	Gross	3627
55004	141 North Third Street	141 North Third Street	Selmer	TN	38375	Western TN (Jackson/Memphis)	01328LDG10232	Gross	1117
66005	1416 Stad Avenue	1416 Stad Avenue	Union City	TN	38251	Western TN (Jackson/Memphis)	01328LDG10233	Gross	5657
71034	1420 Neal Street, Suite 102	1420 Neal Street, Suite 102	Cookeville	TN	38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10235	Gross	2000
47022	1426 Elm Street	1426 Elm Street	Knoxville	TN	37921	East TN (Chattanooga/Knoxville)	01328LDG10237	Gross	18256
95009	1432 West Main Street	1432 West Main Street	Lebanon	TN	37087	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10238	Gross	2250
88003	145 Spring Street	145 Spring Street	Spencer	TN	38585	East TN (Chattanooga/Knoxville)	01328LDG10239	Gross	2495
57029	15 Executive Drive	15 Executive Drive	Jackson	TN	38305	Western TN (Jackson/Memphis)	01328LDG10240	Gross	5105
38007	1501 Riverside Drive	1501 Riverside Drive	Chattanooga	TN	37406	East TN (Chattanooga/Knoxville)	01328LDG10243	Gross	3425
16009	151 Freeman Street	151 Freeman Street	Tulahoma	TN	37388	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10244	Gross	12000
71026	1519 E. Spring St., Suite 5&G	1519 E. Spring St., Suite 5&G	Cookeville	TN	38505	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10245	Gross	3318
71028	1525 East Spring Street, Suite A	1525 East Spring Street, Suite A	Cookeville	TN	38506	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10246	Gross	2327
47026	1530 Dutch Valley Way	1530 Dutch Valley Way	Knoxville	TN	37918	East TN (Chattanooga/Knoxville)	01328LDG10247	Gross	5000
24005	160 Beau Tisdale Drive	160 Beau Tisdale Drive	Oakland	TN	38050	Western TN (Jackson/Memphis)	01328LDG10250	Gross	6300



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65015	1604 West Reelfoot Avenue	1604 West Reelfoot Avenue	Union City	TN	38251	Western TN (Jackson/Memphis)	01328LDG10251	Gross	5300
32002	1609 College Park Drive	1609 College Park Drive	Morristown	TN	37813	East TN (Chattanooga/Knoxville)	01328LDG10252	Gross	2434
47027	1610 University Avenue	1610 University Avenue	Knoxville	TN	37921	East TN (Chattanooga/Knoxville)	01328LDG10253	Gross	29000
39006	1624S Highway 22 North	1624S Highway 22 North	Wildersville	TN	38388	Western TN (Jackson/Memphis)	01328LDG10254	Gross	3740
57032	1625 Hollywood Drive	1625 Hollywood Drive	Jackson	TN	38304	Western TN (Jackson/Memphis)	01328LDG10255	Gross	19985
57033	1661 Hollywood Drive	1661 Hollywood Drive	Jackson	TN	38305	Western TN (Jackson/Memphis)	01328LDG10256	Gross	11223
17001	169 North Cherry Street	169 North Cherry Street	Alamo	TN	38001	Western TN (Jackson/Memphis)	01328LDG10257	Gross	4097
61003	17619 State Hwy. 58 N	17619 State Hwy. 58 N	Decatur	TN	37322	East TN (Chattanooga/Knoxville)	01328LDG10259	Gross	773
94009	1810 Columbia Ave., Suite A	1810 Columbia Ave., Suite A	Franklin	TN	37064	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10261	Gross	10076
24003	18125 Highway 64 East	18125 Highway 64 East	Somerville	TN	38068	Western TN (Jackson/Memphis)	01328LDG10262	Gross	5603
1007	182 Frank L. Diggs	182 Frank L. Diggs	Clinton	TN		East TN (Chattanooga/Knoxville)	01328LDG10263	Gross	27750
77001	1845 Old York Highway, East	1845 Old York Highway, East	Dunlap	TN	37320	East TN (Chattanooga/Knoxville)	01328LDG10264	Gross	3718
23014	1979 St. John Avenue	1979 St. John Avenue	Dyersburg	TN	38024	Western TN (Jackson/Memphis)	01328LDG10272	Gross	4455
79054	1991 Corporate Ave.	1991 Corporate Ave.	Memphis	TN	38132	Western TN (Jackson/Memphis)	01328LDG10273	Gross	17986
19138	200 Athens Way	200 Athens Way	Nashville	TN	37228	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10274	Gross	142784
35007	200 Harris Street	200 Harris Street	Whiteville	TN	38075	Western TN (Jackson/Memphis)	01328LDG10275	Gross	3434
26009	200 S. Jefferson St., Room 106	200 S. Jefferson St., Room 106	Winchester	TN	37398	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10276	Gross	532
94004	203 Beasley Drive, Suite A	203 Beasley Drive, Suite A	Franklin	TN	37064	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10277	Gross	5650
85001	205 East Main Street	205 East Main Street	Hartsville	TN	37074	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10280	Gross	2745
90001	207 North Boone Street	207 North Boone Street	Johnson City	TN		East TN (Chattanooga/Knoxville)	01328LDG10283	Gross	1037
9009	20800 Main Street	20800 Main Street	Huntingdon	TN	38320	Western TN (Jackson/Memphis)	01328LDG10284	Gross	4239
32001	209 East Main Street	209 East Main Street	Morristown	TN	37814	East TN (Chattanooga/Knoxville)	01328LDG10285	Gross	3320
33027	2120 Northgate Park Ln., Ste 100	2120 Northgate Park Ln., Ste 100	Chattanooga	TN	37415	East TN (Chattanooga/Knoxville)	01328LDG10288	Gross	3773
79066	2165 Spicer Cove	2165 Spicer Cove	Memphis	TN	38134	Western TN (Jackson/Memphis)	01328LDG10290	Gross	1900
79063	2175 Business Center Dr., Ste 11	2175 Business Center Dr., Ste 11	Memphis	TN	38134	Western TN (Jackson/Memphis)	01328LDG10292	Gross	7298
13006	2178 Highway 25 East, Suite 1	2178 Highway 25 East, Suite 1	Tazewell	TN	37879	East TN (Chattanooga/Knoxville)	01328LDG10293	Gross	750
19143	220 Athens Way	220 Athens Way	Nashville	TN	37228	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10295	Gross	24433
27012	2205 Highway 45 Bypass South	2205 Highway 45 Bypass South	Trenton	TN	38382	Western TN (Jackson/Memphis)	01328LDG10297	Gross	8700
19130	2206-2262 Rosa L. Parks Blvd.	2206-2262 Rosa L. Parks Blvd.	Nashville	TN	37228	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10298	Gross	96849
27011	2211 Hwy 45 Bypass South	2211 Hwy 45 Bypass South	Trenton	TN	38382	Western TN (Jackson/Memphis)	01328LDG10299	Gross	4800
67004	222 East Main Street, Suite A	222 East Main Street, Suite A	Livingston	TN	38570	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10301	Gross	300
7007	2221 Jacksboro Pike	2221 Jacksboro Pike	LaFollette	TN	37766	East TN (Chattanooga/Knoxville)	01328LDG10303	Gross	13463
19139	2222 Rosa L. Parks Blvd.	2222 Rosa L. Parks Blvd.	Nashville	TN	37228	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10305	Gross	18080



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72006	224 4th Avenue	224 4th Avenue	Dayton TN	TN	37321	East TN (Chattanooga/Knoxville)	01328LDG10306	Gross	845
57017	225 Highway 45 West	225 Highway 45 West	Three Way TN	TN	38343	Western TN (Jackson/Memphis)	01328LDG10307	Gross	3344
19021	226 Capitol Blvd.	226 Capitol Blvd.	Nashville TN	TN	37219	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10308	Gross	17227
19134	227 French Landing	227 French Landing	Nashville TN	TN	37228	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10309	Gross	7412
60022	230 E. James Campbell Blvd.	230 E. James Campbell Blvd.	Columbia TN	TN	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10310	Gross	3000
84005	230 Industrial Road	230 Industrial Road	Covington TN	TN	38019	Western TN (Jackson/Memphis)	01328LDG10311	Gross	5959
5012	232 S. Calderwood St., Suite H	232 S. Calderwood St., Suite H	Maryville TN	TN	37701	East TN (Chattanooga/Knoxville)	01328LDG10313	Gross	2700
50006	235 East Gaines Street	235 East Gaines Street	Lawrenceburg TN	TN	39464	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10314	Gross	2376
25004	240 Colonial Circle Drive	240 Colonial Circle Drive	Jamestown TN	TN	38556	East TN (Chattanooga/Knoxville)	01328LDG10316	Gross	4963
32007	2415 W. Andrew Johnson Hwy.	2415 W. Andrew Johnson Hwy.	Morristown TN	TN	37814	East TN (Chattanooga/Knoxville)	01328LDG10317	Gross	8000
60001	2485 Park Plus Drive	2485 Park Plus Drive	Columbia TN	TN	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10319	Gross	2817
36005	25 High Street	25 High Street	Savannah TN	TN	38372	Western TN (Jackson/Memphis)	01328LDG10320	Gross	312
60004	2506 Pillow Drive, Suites A&B	2506 Pillow Drive, Suites A&B	Columbia TN	TN	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10322	Gross	7100
64002	251 Majors Blvd., Suite A	251 Majors Blvd., Suite A	Lynchburg TN	TN	37352	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10323	Gross	1287
47038	2600 Western Avenue	2600 Western Avenue	Knoxville TN	TN	37921	East TN (Chattanooga/Knoxville)	01328LDG10327	Gross	55000
3003	272 Highway 641 North	272 Highway 641 North	Camden TN	TN	38320	Western TN (Jackson/Memphis)	01328LDG10329	Gross	4226
18009	29 Daniel Dr.	29 Daniel Dr.	Crossville TN	TN	38555	East TN (Chattanooga/Knoxville)	01328LDG10335	Gross	2000
57039	2975 - C Highway 45 Bypass	2975 - C Highway 45 Bypass	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10336	Gross	13795
57020	3001 Highway 45 Bypass	3001 Highway 45 Bypass	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10337	Gross	1200
71101	3001 Poplar Grove Road	3001 Poplar Grove Road	Cookeville TN	TN	38506	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10338	Gross	3260
57040	3004 Greystone	3004 Greystone	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10339	Gross	2087
49005	301 C Lake Drive	301 C Lake Drive	Ripley TN	TN	38063	Western TN (Jackson/Memphis)	01328LDG10340	Gross	1900
19089	301 Plus Park Drive, First Floor	301 Plus Park Drive, First Floor	Nashville TN	TN	37217	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10342	Gross	21942
57042	3012 Greystone	3012 Greystone	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10343	Gross	3851
19070	302 Hill Avenue, Unit E	302 Hill Avenue, Unit E	Nashville TN	TN	37210	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10344	Gross	2600
5004	303 Home Avenue	303 Home Avenue	Maryville TN	TN	37801	East TN (Chattanooga/Knoxville)	01328LDG10345	Gross	9712
19182	304-B Hill Ave	304-B Hill Ave	Nashville TN	TN	37210	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10347	Gross	3150
15008	307 East Broadway	307 East Broadway	Newport TN	TN	37821	East TN (Chattanooga/Knoxville)	01328LDG10348	Gross	1540
44003	307 South Murray Street	307 South Murray Street	Gainesboro TN	TN	38562	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10350	Gross	3900
13002	310 Court Street	310 Court Street	Tazewell TN	TN	37879	East TN (Chattanooga/Knoxville)	01328LDG10351	Gross	6402
30001	312 Tusculum Blvd.	312 Tusculum Blvd.	Greeneville TN	TN	37745	East TN (Chattanooga/Knoxville)	01328LDG10353	Gross	1000
56002	315 Highway 52 E. Bypass	315 Highway 52 E. Bypass	Lafayette TN	TN	37083	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10354	Gross	4846



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10006	316 East Elk Avenue	316 East Elk Avenue	Elizabethton TN	TN	37643	East TN (Chattanooga/Knoxville)	01328LDG10355	Gross	1200
5010	318 Home Avenue	318 Home Avenue	Maryville TN	TN	37801	East TN (Chattanooga/Knoxville)	01328LDG10358	Gross	5590
47035	318 Nancy Lynn Lane, Suite 9	318 Nancy Lynn Lane, Suite 9	Knoxville TN	TN	37919	East TN (Chattanooga/Knoxville)	01328LDG10359	Gross	2984
2008	319 Bethany Lane	319 Bethany Lane	Shelbyville TN	TN	37150	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10360	Gross	500
18016	32 Daniel Drive	32 Daniel Drive	Crossville TN	TN	38555	East TN (Chattanooga/Knoxville)	01328LDG10361	Gross	4900
47011	3211 Alcoa Highway	3211 Alcoa Highway	Knoxville TN	TN	37920	East TN (Chattanooga/Knoxville)	01328LDG10362	Gross	1340
47006	322 Nancy Lynn Lane	322 Nancy Lynn Lane	Knoxville TN	TN	37919	East TN (Chattanooga/Knoxville)	01328LDG10363	Gross	3200
4003	323 Rockford Road	323 Rockford Road	Pikeville TN	TN	37367	East TN (Chattanooga/Knoxville)	01328LDG10364	Gross	3800
15002	330 Heritage Blvd.	330 Heritage Blvd.	Newport TN	TN	37821	East TN (Chattanooga/Knoxville)	01328LDG10367	Gross	8676
57022	3430 North Highland Avenue	3430 North Highland Avenue	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10371	Gross	360
57034	362 Carriage House Drive	362 Carriage House Drive	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10373	Gross	14380
57028	37 Executive Drive	37 Executive Drive	Jackson TN	TN	38305	Western TN (Jackson/Memphis)	01328LDG10376	Gross	10200
46007	370 Cold Springs Road	370 Cold Springs Road	Mountain City TN	TN	37683	East TN (Chattanooga/Knoxville)	01328LDG10377	Gross	4748
47030	3711 Middlebrook	3711 Middlebrook	Knoxville TN	TN	37921	East TN (Chattanooga/Knoxville)	01328LDG10379	Gross	44000
72001	385 West 2nd Avenue, Suite 7A	385 West 2nd Avenue, Suite 7A	Dayton TN	TN	37321	East TN (Chattanooga/Knoxville)	01328LDG10383	Gross	476
71005	390 South Lowe Avenue, #10	390 South Lowe Avenue, #10	Cookeville TN	TN	38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10384	Gross	2400
79061	3973 Knight Arnold Road	3973 Knight Arnold Road	Memphis TN	TN	38118	Western TN (Jackson/Memphis)	01328LDG10386	Gross	5125
47039	400 Harriett Tubman Street	400 Harriett Tubman Street	Knoxville TN	TN	37915	East TN (Chattanooga/Knoxville)	01328LDG10387	Gross	4600
19022	401 Church Street, L&C Tower	401 Church Street, L&C Tower	Nashville TN	TN	37219	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10388	Gross	177706
19003	404 James Robertson Parkway	404 James Robertson Parkway	Nashville TN	TN	37219	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10390	Gross	4626
71021	410 East Spring Street	410 East Spring Street	Cookeville TN	TN	38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10391	Gross	3664
67005	411 West Main Street	411 West Main Street	Livingston TN	TN	38570	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10392	Gross	4150
19071	424 Union Street	424 Union Street	Nashville TN	TN	37219	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10394	Gross	14414
49004	417 South Washington Street	417 South Washington Street	Ripley TN	TN	38063	Western TN (Jackson/Memphis)	01328LDG10395	Gross	4337
79158	4240 Hickory Hill Road	4240 Hickory Hill Road	Memphis TN	TN	38141	Western TN (Jackson/Memphis)	01328LDG10396	Gross	9260
94008	426 Century Court, Suite 200	426 Century Court, Suite 200	Franklin TN	TN	37064	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10398	Gross	4288
47037	430 Montbrook Lane	430 Montbrook Lane	Knoxville TN	TN	37919	East TN (Chattanooga/Knoxville)	01328LDG10399	Gross	9500
47036	4310 Papermill Road	4310 Papermill Road	Knoxville TN	TN	37909	East TN (Chattanooga/Knoxville)	01328LDG10400	Gross	7708
19117	44 Vantage Way	44 Vantage Way	Nashville TN	TN	37027	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10402	Gross	44594
71007	442 Neal Street	442 Neal Street	Cookeville TN	TN	38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10403	Gross	5700
47018	4420 Whittle Springs Road	4420 Whittle Springs Road	Knoxville TN	TN	37917	East TN (Chattanooga/Knoxville)	01328LDG10404	Gross	3376
51004	47 Smith Ave.	47 Smith Ave.	Hohenwald TN	TN	38462	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10407	Gross	4060



FRF Index Code	Property Name	Property Address	City	State	Zip Code	Complex	OVW/O/Clarify Site ID	Type of Lease	RSF
48001	473 South Washington	473 South Washington	Ripley TN	TN	38063	Western TN (Jackson/Memphis)	01328LDG10409	Gross	630
79156	4800 Mendenhall Road South	4800 Mendenhall Road South	Memphis TN	TN	38141	Western TN (Jackson/Memphis)	01328LDG10410	Gross	6000
53005	485 Pine Top Street	485 Pine Top Street	Lenoir City TN	TN	37772	East TN (Chattanooga/Knoxville)	01328LDG10411	Gross	5834
33026	4873 Dayton Blvd.	4873 Dayton Blvd.	Red Bank TN	TN	37415	East TN (Chattanooga/Knoxville)	01328LDG10412	Gross	7800
58009	5 North Oak Street, Suite A	5 North Oak Street, Suite A	Jasper TN	TN	37347	East TN (Chattanooga/Knoxville)	01328LDG10416	Gross	690
19386	5010 Linbar Drive, Suite 140	5010 Linbar Drive, Suite 140	Nashville TN	TN	37211	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10417	Gross	5700
5011	523 W. Lamar Alex. Pkwy. Ste. 1	523 W. Lamar Alex. Pkwy. Ste. 1	Maryville TN	TN	37801	East TN (Chattanooga/Knoxville)	01328LDG10419	Gross	579
91006	530 Highway 64 East, Suite 3	530 Highway 64 East, Suite 3	Waynesboro TN	TN	37485	Western TN (Jackson/Memphis)	01328LDG10422	Gross	980
91008	532-536 Highway 64 East	532-536 Highway 64 East	Waynesboro TN	TN	37485	Western TN (Jackson/Memphis)	01328LDG10423	Gross	3692
47004	5401 Kingston Pike, Suite 300	5401 Kingston Pike, Suite 300	Knoxville TN	TN	37919	East TN (Chattanooga/Knoxville)	01328LDG10424	Gross	7800
33020	5600 Brainerd Rd.	5600 Brainerd Rd.	Chattanooga TN	TN	37411	East TN (Chattanooga/Knoxville)	01328LDG10426	Gross	15805
57039	566 Carriage House Drive	566 Carriage House Drive	Jackson TN	TN	38905	Western TN (Jackson/Memphis)	01328LDG10427	Gross	1439
33014	5721 Marlin Road, Bldg. 6100	5721 Marlin Road, Bldg. 6100	Chattanooga TN	TN	37401	East TN (Chattanooga/Knoxville)	01328LDG10428	Gross	5662
36004	60 Brazelton Street, Unit 10	60 Brazelton Street, Unit 10	Savannah TN	TN	38372	Western TN (Jackson/Memphis)	01328LDG10430	Gross	5800
7009	601 5th Street	601 5th Street	Jellico TN	TN	37762	East TN (Chattanooga/Knoxville)	01328LDG10432	Gross	3600
47040	601 Concord Street	601 Concord Street	Knoxville TN	TN	37919	East TN (Chattanooga/Knoxville)	01328LDG10433	Gross	1587
22006	604 Spring Street	604 Spring Street	Charlotte TN	TN	37036	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10434	Gross	2460
45007	613 West Highway 11 East	613 West Highway 11 East	New Market TN	TN	37820	East TN (Chattanooga/Knoxville)	01328LDG10437	Gross	12500
75027	619 Fitzhugh Boulevard	619 Fitzhugh Boulevard	Smyrna TN	TN	37167	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10440	Gross	1400
93006	620 Roosevelt Drive	620 Roosevelt Drive	Sparta TN	TN	38583	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10441	Gross	8500
16002	630 Wilson Avenue	630 Wilson Avenue	Tullahoma TN	TN	37388	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10442	Gross	3550
28006	631 East Madison Street	631 East Madison Street	Pulaski TN	TN	38478	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10443	Gross	5488
45005	655 E. Broadway, Suites A&B	655 E. Broadway, Suites A&B	Jefferson City TN	TN	37750	East TN (Chattanooga/Knoxville)	01328LDG10444	Gross	1440
48002	660 Carl Perkins Pkwy.	660 Carl Perkins Pkwy.	Tiptonville TN	TN	38079	Western TN (Jackson/Memphis)	01328LDG10445	Gross	4250
20002	669 West Main Street	669 West Main Street	Decaturville TN	TN	38329	Western TN (Jackson/Memphis)	01328LDG10446	Gross	4798
39001	67 West Church	67 West Church	Lexington TN	TN	38351	Western TN (Jackson/Memphis)	01328LDG10447	Gross	3021
1008	704 Charles Seivers Blvd.	704 Charles Seivers Blvd.	Clinton TN	TN	37716	East TN (Chattanooga/Knoxville)	01328LDG10449	Gross	4450
54005	706 White Street, Suite 706	706 White Street, Suite 706	Athens TN	TN	37303	East TN (Chattanooga/Knoxville)	01328LDG10450	Gross	900
57163	71 Fairway Blvd.	71 Fairway Blvd.	Jackson TN	TN	38905	Western TN (Jackson/Memphis)	01328LDG10452	Gross	3100
21004	715 Walker Drive	715 Walker Drive	Smithville TN	TN	37166	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10453	Gross	4165
84001	724 Highway 51 North	724 Highway 51 North	Covington TN	TN	38019	Western TN (Jackson/Memphis)	01328LDG10455	Gross	7881
75026	745 South Church St., Suite 703	745 South Church St., Suite 703	Murfreesboro TN	TN	37130	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10457	Gross	2942
1006	761 Emory Valley Drive	761 Emory Valley Drive	Oak Ridge TN	TN		East TN (Chattanooga/Knoxville)	01328LDG10458	Gross	15217



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79152	7777 Moriarty Road, Unit 131	7777 Moriarty Road, Unit 131	Cordova	TN	38018	Western TN (Jackson/Memphis)	01328LDG10459	Gross	100
79008	7777 Walnut Grove Rd, Suite 838	7777 Walnut Grove Rd, Suite 838	Memphis	TN	38120	Western TN (Jackson/Memphis)	01328LDG10460	Gross	400
79009	795 Larry Byrd Road	795 Larry Byrd Road	Kingston	TN	37763	East TN (Chattanooga/Knoxville)	01328LDG10461	Gross	5000
35003	795 Tennessee Street	795 Tennessee Street	Bolivar	TN	38008	Western TN (Jackson/Memphis)	01328LDG10462	Gross	5174
27010	802 Gibson Road	802 Gibson Road	Trenton	TN	38382	Western TN (Jackson/Memphis)	01328LDG10463	Gross	6440
67005	809 North Church Street	809 North Church Street	Livingston	TN	38570	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10464	Gross	5700
92003	811 Morrow Street	811 Morrow Street	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10465	Gross	213
79004	814 Jefferson St	814 Jefferson St	Memphis	TN	38105	Western TN (Jackson/Memphis)	01328LDG10468	Gross	8188
78003	815 Dolly Parton Parkway	815 Dolly Parton Parkway	Sevierville	TN	37862	East TN (Chattanooga/Knoxville)	01328LDG10469	Gross	9500
60002	817 South Garden St, Ste. 402	817 South Garden St, Ste. 402	Columbia	TN	38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10470	Gross	1206
66016	830 Sherwood Drive	830 Sherwood Drive	Union City	TN	38261	Western TN (Jackson/Memphis)	01328LDG10471	Gross	2000
10007	836 East Second Street	836 East Second Street	Elizabethton	TN	37643	East TN (Chattanooga/Knoxville)	01328LDG10472	Gross	1776
75023	845 Esther Ln-1501-A Sarah Cr	845 Esther Ln-1501-A Sarah Cr	Murfreesboro	TN	37129	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10476	Gross	4800
37005	850 West Main, Suite 4	850 West Main, Suite 4	Rogersville	TN	37857	East TN (Chattanooga/Knoxville)	01328LDG10477	Gross	550
55002	855 East Poplar	855 East Poplar	Selmer	TN	38375	Western TN (Jackson/Memphis)	01328LDG10478	Gross	4031
92008	8593 Highway 22	8593 Highway 22	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10480	Gross	5274
92013	8598 Highway 22	8598 Highway 22	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10481	Gross	5000
92011	8600 Highway 22	8600 Highway 22	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10482	Gross	10500
92006	8616 Highway 22	8616 Highway 22	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10483	Gross	6580
92012	8719 Highway 22, Suite 2	8719 Highway 22, Suite 2	Dresden	TN	38225	Western TN (Jackson/Memphis)	01328LDG10484	Gross	1151
69001	8816 Highway 111	8816 Highway 111	Byrdstown	TN	38549	East TN (Chattanooga/Knoxville)	01328LDG10485	Gross	2512
47041	901 North Broadway	901 North Broadway	Knoxville	TN	37917	East TN (Chattanooga/Knoxville)	01328LDG10487	Gross	1204
47028	9047 Executive Park Drive	9047 Executive Park Drive	Knoxville	TN	37923	East TN (Chattanooga/Knoxville)	01328LDG10488	Gross	7004
71032	929 West Jackson Street	929 West Jackson Street	Cookeville	TN	38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10491	Gross	4896
80007	939 Upper Ferry Rd., Suite 101	939 Upper Ferry Rd., Suite 101	Carthage	TN	37030	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10493	Gross	481
84006	973 Highway 51 Bypass	973 Highway 51 Bypass	Covington	TN	38019	Western TN (Jackson/Memphis)	01328LDG10495	Gross	3500
90028	3300 Browns Mill Road	3300 Browns Mill Road	Johnson City	TN	37604-4114	East TN (Chattanooga/Knoxville)	01328LDG10368	Gross	1500
82023	3425 Highway 126	3425 Highway 126	Blountville	TN	37617-4578	East TN (Chattanooga/Knoxville)	01328LDG10370	Gross	1200
19184	1501 County Hospital Road	1501 County Hospital Road	Nashville	TN	37218	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10242	Gross	30000
83008	425 South Water Street	425 South Water Street	Gallatin	TN	37066	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10397	Gross	4340
19118	1321 Murfreesboro Rd. #820	1321 Murfreesboro Rd. #820	Nashville	TN		Cookeville	01328LDG10499	Gross	15625
47042	1525 University Avenue	1525 University Avenue	Knoxville	TN		East TN (Chattanooga/Knoxville)	01328LDG10500	Gross	7900
19506	211 10th Avenue North	211 10th Avenue North	Nashville	TN		Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10501	Gross	1
5001	304 Home Avenue, Suite A	304 Home Avenue, Suite A	Maryville	TN	37801	East TN (Chattanooga/Knoxville)	01328LDG10503	Gross	5200
71033	444 Neal Street, Suite A	444 Neal Street, Suite A	Cookeville	TN		Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10504	Gross	1677



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19038	530 Church Street, 3th&6th Floor	530 Church Street, 5th&6th Floor	Nashville TN			Ellington Ag Ctr (Nashville, Columbia & Cookeville)	0132BLDG10505	Gross	8970

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RF Index Code	Property Name	Property Address	City	State	Zip Code	Complex	OVWO/Clarify Site ID	Type of Lease	RSF
19001	Andrew Jackson	500 Deaderick St	Nashville TN		37243	(Nashville CBD) Andrew Jackson Complex	01328LDG10000	Not Leased	437800
19002	James K Polk (incl. Delta Operations)	505 Deaderick St	Nashville TN		37243	(Nashville CBD) Andrew Jackson Complex	01328LDG10001	Not Leased	575900
19013	Citizens Plaza	400 Deaderick St	Nashville TN		37243	(Nashville CBD) Andrew Jackson Complex	01328LDG10002	Not Leased	277000
19014	Rachel Jackson	320 Sixth Av N	Nashville TN		37243	(Nashville CBD) Andrew Jackson Complex	01328LDG10003	Not Leased	121300
33001	Chattanooga State Office Building	540 McCallie Av	Chattanooga TN		37402	East TN (Chattanooga/Knoxville)	01328LDG10004	Not Leased	170800
33009	THP Trifonia	4121 Cummings Hwy	Chattanooga TN		37419	East TN (Chattanooga/Knoxville)	01328LDG10005	Not Leased	7800
33012	Driver's License Center-Bonney Oaks	6502 Bonney Oaks Dr	Chattanooga TN		37416	East TN (Chattanooga/Knoxville)	01328LDG10006	Not Leased	5900
33013	James R Mapp Building	311 Martin Luther King Dr	Chattanooga TN		37402	East TN (Chattanooga/Knoxville)	01328LDG10007	Not Leased	83200
19011	Cordeff Hill	425 Fifth Av N / 436 Sixth Av N	Nashville TN		37243	(Nashville CBD) C.Hill & J. Robertson Pkwy	01328LDG10008	Not Leased	404478
19012	John Sevier	500 Charlotte Av	Nashville TN		37243	(Nashville CBD) C.Hill & J. Robertson Pkwy	01328LDG10009	Not Leased	78414
19015	Central Services	421 Fifth Av N	Nashville TN		37243	(Nashville CBD) C.Hill & J. Robertson Pkwy	01328LDG10010	Not Leased	55008
19031	Ellington Barn/Arena	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10011	Not Leased	38000
19032	Bruer Greenhouse	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10012	Not Leased	1100
19037	Centennial Whse - C	6500 Centennial Bv	Nashville TN		37209	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10013	Not Leased	30300
19039	Moss Administration Bldg	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10014	Not Leased	18000
19040	Ag Resources Building	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10015	Not Leased	1600
19041	Commodities Building	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10016	Not Leased	2600
19042	Jennings	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10017	Not Leased	9000
19043	Ellington Auditorium	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10018	Not Leased	7400
19044	Museum	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10019	Not Leased	9000
19045	Holeman	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10020	Not Leased	21700
19046	Bruer	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10021	Not Leased	15100
19047	Porter Lab	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10022	Not Leased	66200
19049	Ellington Maintenance Shop	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10023	Not Leased	2500
19050	Credit Union	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10024	Not Leased	500
19058	Centennial Whse H - Library	6500 Centennial Bv	Nashville TN		37209	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10025	Not Leased	9000



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19077	Ellington Wallace Library	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10025	Not Leased	900
19089	Centennial Driver's License	6604 Centennial Bv	Nashville TN		37209	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10027	Not Leased	3000
19096	Museum 2 - Cottage	Ellington Ag Center / 440 Hogan Rd	Nashville TN		37204	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01528LDG10028	Not Leased	1700
19177	Centennial Surplus & Warehouse	6500 Centennial Bv	Nashville TN		37209	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10029	Not Leased	103400
69012	Clarksville THP & DLS	220 W Dunbar Cave Rd	Clarksville TN		37040	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10030	Not Leased	5500
	State Parking Lots Nashville	State Parking Lot	Nashville TN			Columbia & Cookeville	01528LDG10031	Not Leased	
9013	Carroll County Career Center	470 Mustang Dr	Huntingdon TN		38358	Western TN (Jackson/Memphis)	01328LDG10032	Not Leased	21500
27002	Labor & Workforce-Humboldt	1451 Mullins St	Humboldt TN		38343	Western TN (Jackson/Memphis)	01328LDG10033	Not Leased	5000
57001	Lowell Thomas State Ofc Bldg	225 Martin Luther King Dr	Jackson TN		38301	Western TN (Jackson/Memphis)	01328LDG10034	Not Leased	168500
57002	West TN Regional Health	295 Sumnar Dr	Jackson TN		38301	Western TN (Jackson/Memphis)	01328LDG10035	Not Leased	39000
57011	THP Jackson	20 Vann Dr	Jackson TN		38305	Western TN (Jackson/Memphis)	01328LDG10037	Not Leased	9000
57018	Driver's License Station-Jackson	100 Benchmark Circle	Jackson TN		38301	Western TN (Jackson/Memphis)	01328LDG10038	Not Leased	5100
66002	Northwest TN Regional Health	1010 Mt Zion Rd	Union City TN		38261	Western TN (Jackson/Memphis) (Nashville CBD) C.Hull & J.	01328LDG10039	Not Leased	13000
19004	Davy Crockett	500 James Robertson Parkway	Nashville TN		37243	Robertson Pkwy (Nashville CBD) C.Hull & J.	01328LDG10040	Not Leased	245100
19017	Tennessee Regulatory Authority	460 James Robertson Parkway	Nashville TN		37243	Robertson Pkwy (Nashville CBD) C.Hull & J.	01328LDG10041	Not Leased	45900
19085	900 - 1000 2nd Av	900 - 1000 2nd Av	Nashville TN		37201	Robertson Pkwy (Nashville CBD) C.Hull & J.	01328LDG10042	Not Leased	84300
19102	Andrew Johnson	710 James Robertson Parkway	Nashville TN		37243	Robertson Pkwy (Nashville CBD) C.Hull & J.	01328LDG10043	Not Leased	245100
15001	Labor & Workforce Dev-Newport	440 Eastern Plaza Way	Newport TN		37821	East TN (Chattanooga/Knoxville)	01328LDG10044	Not Leased	3200
	Driver's License Station-Morristown	1501 State Street	Morristown TN		37814	East TN (Chattanooga/Knoxville)	01328LDG10045	Not Leased	1400
82007	Bristol Labor & Workforce Dev	1712 W State Street	Bristol TN		37621	East TN (Chattanooga/Knoxville)	01328LDG10046	Not Leased	4400
82008	Labor & Workforce Dev - Kingsport	1140 East Center	Kingsport TN		37660	East TN (Chattanooga/Knoxville)	01328LDG10047	Not Leased	4300
90004	NE Regional Health Office	1233-A Southwest Av	Johnson City TN		37601	East TN (Chattanooga/Knoxville)	01328LDG10048	Not Leased	26000
90014	THP District 5 Fall Branch	184 Joe McCrary Rd	Johnson City TN		37601	East TN (Chattanooga/Knoxville)	01328LDG10049	Not Leased	8000
90015	Driver's License & THP-John Exum	707 John Exum Pkwy	Johnson City TN		37601	East TN (Chattanooga/Knoxville)	01328LDG10050	Not Leased	1700
90016	NE Regional Health Office - Annex	1233-B Southwest Av	Johnson City TN		37601	East TN (Chattanooga/Knoxville)	01328LDG10051	Not Leased	8200
90026	Labor & Workforce Dev-Johnson City	205 High Point Dr	Johnson City TN		37601	East TN (Chattanooga/Knoxville)	01328LDG10052	Not Leased	5400



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47002	Knoxville State Office Building	531 Henley St	Knoxville TN		37902	East TN (Chattanooga/Knoxville)	01328LDG10053	Not Leased	110200
47003	Knoxville State Plaza - Middlebrook	2700 Middlebrook Pk	Knoxville TN		37921	East TN (Chattanooga/Knoxville)	01328LDG10054	Not Leased	70500
47008	East TN Regional Health	1522 Cherokee Trail	Knoxville TN		37920	East TN (Chattanooga/Knoxville)	01328LDG10055	Not Leased	39500
47017	THP - District 1 - Knoxville	7601 Kingston Pk	Knoxville TN		37919	East TN (Chattanooga/Knoxville)	01328LDG10056	Not Leased	7500
47023	Driver's License Station-Knoxville	7520 Region Ln	Knoxville TN		37914	East TN (Chattanooga/Knoxville)	01328LDG10057	Not Leased	5200
47033	TBI - Knoxville	1791 Neals Commerce Ln	Knoxville TN		37621	East TN (Chattanooga/Knoxville)	01328LDG10058	Not Leased	42700
23005	Labor & Workforce Dev-Dyersburg	439 McGaughey	Dyersburg TN		38024	Western TN (Jackson/Memphis)	01328LDG10059	Not Leased	6800
23008	Driver's Testing Station-Dyersburg	361 James H Rice Rd	Dyersburg TN		38024	Western TN (Jackson/Memphis)	01328LDG10060	Not Leased	1400
79001	Donnelley J Hill	170 N. Main	Memphis TN		38103	Western TN (Jackson/Memphis)	01328LDG10061	Not Leased	194900
79018	Labor & Workforce Dev-1309 Poplar	1309 Poplar Av	Memphis TN		38104	Western TN (Jackson/Memphis)	01328LDG10062	Not Leased	5000
79025	Driver's Testing Station-Millington	5019 W Union Rd	Millington TN		38053	Western TN (Jackson/Memphis)	01328LDG10063	Not Leased	2500
79026	Driver's Testing Station-Summer	6340 Summer Av	Memphis TN		38134	Western TN (Jackson/Memphis)	01328LDG10064	Not Leased	5800
79027	Whitehaven DL Station	3200 Shelby Av	Memphis TN		38118	Western TN (Jackson/Memphis)	01328LDG10065	Not Leased	12600
79028	THP Memphis	6348 Summer Av	Memphis TN		38134	Western TN (Jackson/Memphis)	01328LDG10066	Not Leased	6000
79030	Labor & Workforce Dev-1295 Poplar	1295 S. Poplar St	Memphis TN		38104	Western TN (Jackson/Memphis)	01328LDG10067	Not Leased	23000
79046	Board of Probation & Parole	32 West EH Crump Bl	Memphis TN		38112	Western TN (Jackson/Memphis)	01328LDG10068	Not Leased	18000
79047	TBI Crime Lab Memphis	6325 Haley Rd	Memphis TN		38134	Western TN (Jackson/Memphis)	01328LDG10069	Not Leased	18200
19147	Labor & Workforce Development	220 French Landing	Nashville TN		37228	(Nashville) Metro Center & RS	01328LDG10070	Not Leased	240000
19148	565 Mainstream Drive	565 Mainstream Dr	Nashville TN		37228	(Nashville) Metro Center & RS	01328LDG10071	Not Leased	152300
2002	Labor & Workforce Dev-Shelbyville	301 N Main St	Shelbyville TN		37160	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10072	Not Leased	5200
16003	Labor & Workforce Dev-Tullahoma	111 E Lincoln	Tullahoma TN		37388	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10073	Not Leased	5500
50005	THP Lawrenceburg	1209 N Locust	Lawrenceburg TN		38464	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10074	Not Leased	4300
60008	South Central Regional Health	1215 Trotwood Av	Columbia TN		38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10075	Not Leased	18000
60016	Driver's License Station-Columbia	1701 Hampshire Pk	Columbia TN		38401	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10076	Not Leased	9500
75005	Fleming Training Center	2022 Blanton Dr	Murfreesboro TN		37130	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10077	Not Leased	27700
	Driver's License Station-Lebanon	725 Elkins Dr	Lebanon TN		37087	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10078	Not Leased	1400



FRF Index Code	Property Name	Property Address	City	State	Zip Code	Complex	OVWO/Clarify Site ID	Type of Lease	RSF
19035	RS Gass State Lab (incl boiler house)	680 Hart Ln	Nashville TN		37216	(Nashville) Metro Center & RS Gass	01328LDG10079	Not Leased	139400
19107	Driver's License Stn-624 Hart Ln	624 Hart Ln	Nashville TN		37216	(Nashville) Metro Center & RS Gass	01328LDG10080	Not Leased	5100
19120	Mild Cumberland Regional Health	710 Hart Ln	Nashville TN		37216	(Nashville) Metro Center & RS Gass	01328LDG10081	Not Leased	34600
19124	THP Communications	940 R.S. Gass Bv	Nashville TN		37216	(Nashville) Metro Center & RS Gass	01328LDG10082	Not Leased	5700
19126	TBI Headquarters / Forensic - Nashville	901 R.S. Gass Bv	Nashville TN		37216	(Nashville) Metro Center & RS Gass	01328LDG10083	Not Leased	150000
19129	Environmental Field Office (EAC)	711 R.S. Gass Bv	Nashville TN		37216	(Nashville) Metro Center & RS Gass	01328LDG10084	Not Leased	33800
19099	MTA Garage	400 Charlotte Av	Nashville TN		37243	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10087	Not Leased	
19028	Multi-Purpose Garage-Ezell Pike	225 Ezell Pk	Nashville TN		37217	(Nashville) Foster Ave / TPS	01328LDG10089	Not Leased	41200
19060	TELEA	3025 Lebanon Rd	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10090	Not Leased	33100
19061	TPS Menzler - Nix	1144 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10091	Not Leased	15500
19062	TPS Cooper Hall	1148 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10092	Not Leased	17700
19063	TPS Warf Browning Hardison	1150 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10093	Not Leased	51200
19066	TPS McCord Hall	1150 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10094	Not Leased	14200
19068	TELEA Annex	3025 Lebanon Rd	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10095	Not Leased	30900
19088	THP-3rd District (Nashville)	1603 Murfreesboro Rd	Nashville TN		37217	(Nashville) Foster Ave / TPS	01328LDG10096	Not Leased	5700
19094	Driver's License Stn-1601 Murf	1601 Murfreesboro Rd	Nashville TN		37217	(Nashville) Foster Ave / TPS	01328LDG10097	Not Leased	5400
19106	Cloverbottom Mansion	2941 Lebanon Rd	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10098	Not Leased	10300
19301	TPS Administration Building	1240 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10099	Not Leased	8800
19302	TPS Center for Adoption	1158 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10100	Not Leased	15800
19303	TPS Cole Auditorium	1294 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10101	Not Leased	16300
19304	TPS Staff Apartment 1	1242 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10102	Not Leased	4000
19305	TPS Staff Apartment 2	1244 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10103	Not Leased	4000
19306	TPS Infirmary	1246 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10104	Not Leased	7800
19307	TPS Nashville School of Arts	1250 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10105	Not Leased	76000
19308	TPS Hardison Complex	1256 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10106	Not Leased	34800
19309	TPS Maintenance Warehouse	1200 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10107	Not Leased	42600
19310	TPS Field House Gym	1164 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10108	Not Leased	20200
19311	TPS Old High School (Nashville Tech)	1162 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10109	Not Leased	28600
19312	TPS Print Shop	1234 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10110	Not Leased	3200
19313	TPS Old Boiler House	Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10111	Not Leased	5700
19314	TPS Superintendent's House (Alumni)	1252 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10112	Not Leased	4400
19315	TPS Old Sills Hall	1166 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10113	Not Leased	12400
19316	TPS VIC Guard Building	1156 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10114	Not Leased	300
19317	TPS Maintenance Storage Building	1202 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10115	Not Leased	2000
19318	TPS Bus Garage	1204 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10116	Not Leased	3500
19319	TPS Old Barn	1208 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10117	Not Leased	5300
19320	TPS Old Farm House	1206 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10118	Not Leased	1800
19321	TPS Sills Quad 1	1290 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10119	Not Leased	3800



PRF Index Code	Property Name	Property Address	City	State	Zip Code	Complex	OVWO/Clarify Site ID	Type of Lease	RSF
19322	TPS Silks Quad 2	1288 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10120	Not Leased	3800
19323	TPS Silks Quad 3	1286 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10121	Not Leased	3800
19324	TPS Silks Quad 4	1284 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10122	Not Leased	3800
19325	TPS Mix Quad 1	1268 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10123	Not Leased	3800
19326	TPS Mix Quad 2	1274 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10124	Not Leased	3800
19327	TPS Mix Quad 3	1272 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10125	Not Leased	3800
19328	TPS Mix Quad 4	1270 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10126	Not Leased	3800
19329	TPS Cole Quad 1	1212 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10127	Not Leased	3800
19330	TPS Cole Quad 2	1214 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10128	Not Leased	3800
19331	TPS Cole Quad 3	1216 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10129	Not Leased	3800
19332	TPS Cole Quad 4	1210 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10130	Not Leased	3800
19333	TPS Scott Quad 1	1260 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10131	Not Leased	3800
19334	TPS Scott Quad 2	1266 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10132	Not Leased	3800
19335	TPS Scott Quad 3	1264 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10133	Not Leased	3800
19336	TPS Scott Quad 4	1262 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10134	Not Leased	3800
19337	TPS Davis Quad 1	1232 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10135	Not Leased	3800
19338	TPS Davis Quad 2	1228 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10136	Not Leased	3800
19339	TPS Davis Quad 3	1226 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10137	Not Leased	3800
19340	TPS Davis Quad 4	1230 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10138	Not Leased	3800
19341	TPS Kivington Quad 1	1218 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10139	Not Leased	3800
19342	TPS Kivington Quad 2	1220 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10140	Not Leased	3800
19343	TPS Kivington Quad 3	1222 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10141	Not Leased	3800
19344	TPS Kivington Quad 4	1224 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10142	Not Leased	3800
19345	TPS Iwenzler Quad 1	1280 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10143	Not Leased	3800
19346	TPS Iwenzler Quad 2	1282 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10144	Not Leased	3800
19347	TPS Iwenzler Quad 3	1276 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10145	Not Leased	3800
19348	TPS Iwenzler Quad 4	1278 Foster Av	Nashville TN		37210	(Nashville) Foster Ave / TPS	01328LDG10146	Not Leased	3800
71019	THP-Cookeville	1291 S Walnut	Cookeville TN		38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10147	Not Leased	5400
71023	Driver's License Station-Cookeville	4600 S Jefferson Av	Cookeville TN		38506	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10148	Not Leased	5000
71029	Upper Cumberland Regional Health	1100 England Dr	Cookeville TN		38501	Ellington Ag Ctr (Nashville, Columbia & Cookeville)	01328LDG10149	Not Leased	50800

\$599100



AMENDMENT NUMBER TWO
TO CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
JONES LANG LASALLE AMERICAS, INC.
Agency Tracking No. 32101-00124, EDISON Record ID 36239

This Amendment Number Two (this "Second Amendment") is made and entered by and between the **State of Tennessee, Department of General Services**, hereinafter referred to as the "State," and **Jones Lang LaSalle Americas, Inc.**, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said undersigned contracting parties that the Contract is hereby amended as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Contract between the State and Contractor commencing April 1, 2013 (the "Original Contract"). As used herein, the term "Contract" shall mean, collectively, the Original Contract, Amendment Number One to Contract dated effective June 28, 2013, and this Second Amendment.
2. Transition Period. All activities required under the Original Contract that were required to be completed during the Transition Period have been satisfactorily completed.
3. Reports. State and Contractor have agreed to expand the number and type of reports that shall be provided to the State pursuant to Section A.5 of the Original Contract. Accordingly, Contract Attachment 5 is hereby deleted in its entirety and Contract Attachment 5-A is inserted in its place and stead.
4. Governance. The parties have determined that no additional key governance executives should be added to this Contract. Accordingly, Section A.10.a.(3) of the Original Contract is hereby deleted.
5. Maximum Liability. The parties have agreed to reduce the maximum liability of the State under the Contract by One Hundred Twenty Nine Million Five Hundred Thousand Dollars (\$129,500,000.00). Accordingly, the Original Contract is hereby amended by deleting Section C.1. in its entirety and inserting the following in its place and stead:

"C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Twenty One Million Dollars (\$221,000,000.00). The payment rates in section C.3 shall constitute the entire compensation due Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under this Contract or any extensions of this Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

6. KPIs. Pursuant to Section C.3.d.(2)(a) and Section E.18 of the Original Contract, the final KPIs and the proposed scoring methodology are attached hereto as Contract Attachment 6.



7. Required Approvals. The State is not bound by this Second Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
8. Amendment Effective Date. The revisions set forth herein shall be effective as of the date this Second Amendment is fully executed. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Second Amendment is entered into as of the day and year last written below:

IN WITNESS WHEREOF,

JONES LANG LASALLE AMERICAS, INC.:

John H. Padgham 6-28-13
SIGNATURE DATE
JOHN H. PADGHAM MANAGING DIRECTOR
PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES:

Michael F. Perry (PO) 6/28/13
SIGNATURE DATE
Michael F. Perry, CPO (by PAUL D. KRIVACKA)
PRINTED NAME AND TITLE OF SIGNATORY (above)



Contract Attachment 5-A

List of Reports

Contractor shall provide to State the specified reports identified below. Such reports shall be provided on a regular basis as set forth below and in a format as mutually agreed upon by the Parties. The following reports shall be required:

<u>Service Line</u>	<u>Report Name</u>	<u>State Recipient</u>	<u>Frequency</u>
Energy	Energy Consumption Based on Paid Invoices	Jay Harrison	Monthly
Finance	Financial Variance Analysis	Ron Plumb	Monthly
Finance	Financial Trend Analysis	Ron Plumb	Monthly
Procurement	Minority Vendor Spend Analysis	Mike Perry	Monthly
Operations	Work Order Trend Analysis	Don Johnson	Monthly
Operations	Work Order Completion Analysis	Don Johnson	Monthly
Operations	Work Orders - Customer Satisfaction	Don Johnson	Monthly
Management	KPI Report	Don Johnson	Monthly



Contract Attachment 6

Key Performance Indicators and Scoring Methodology

(see attached)



Jones Lang LaSalle - Key Performance Indicators

Category	Key Performance Indicator	Weighting	Goal	Description	Calculation	Frequency	Scoring Criteria	Result	Rating	Weighted Score
Financial	Savings Creation Operational	15%	20% of baseline spend (measured as current spend) - Year 1 goal of 7%	Ongoing savings realized by the vendor	Baseline of current expenses - new costs	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Financial	Savings Creation Utilities	15%	15% of baseline usage (measured as current usage) - Year 1 goal of 3%	Measure and report energy usage/savings over the portfolio and by building	Baseline of current usage and expenses - new usage and costs	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Financial	Budget Adherence	5%	Service delivery within the approved total budget	Report on financial metrics to include total cost left budget vs. actual overall and by building	Spend to date + anticipated costs - O&M	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Financial	Minority Spend Goal	6%	15% of annual spend	Percentage of managed spend going to minority vendors	Total Minority Spend divided by Total Managed Spend YTD	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Operational	Relative Maintenance Completion	5%	85% completed on-time within SLA	Effectiveness of maintenance work being performed	Percentage of service requests completed on-time YTD	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Operational	Preventative Maintenance Completion (Standard Equipment)	9%	85% compliant based on monthly cycle	Effectiveness of preventative maintenance work being performed	Number completed - number not completed milestone plan date	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Operational	Preventative Maintenance Adherence (Critical Equipment, Critical Tasks)	9%	85% compliant based on monthly cycle	Effectiveness of preventative maintenance work being performed	Number completed - number not completed milestone plan date	Monthly	5 points = 90%+ 4 points = 80%+ 3 points = 70%+ 2 points = 50%+ 1 point = 40%+			
Operational	Equipment up time/downtime (Critical Environments)	9%	No unplanned downtime	No incidents which result in unplanned downtime	Number of unplanned incidents within JLL Control	Monthly	3 points = 0 0 points = 1+			
Operational	Customer Satisfaction	9%	85% Satisfaction ("satisfied or highly satisfied")	Measure of overall customer satisfaction reported over the entire portfolio and by building	Results from independent client satisfaction surveys	Quarterly	5 points = 92%+ 4 points = 88%+ 3 points = 85%+ 2 points = 80%+ 1 point = 75%+			
Operational	Customer Satisfaction	9%	85% Satisfaction ("satisfied or highly satisfied")	Relationship Survey	Subjective	Semi-Annual	5 points = 92%+ 4 points = 88%+ 3 points = 85%+ 2 points = 80%+ 1 point = 75%+			
Transition	Report on the success of the transition/transition plan. (Year one only)	9%	90% Satisfaction	Measure of the effectiveness of the overall transition and the transition plan	Subjective	One time Due one month after go live date	5 points = 95%+ 4 points = 90%+ 3 points = 85%+ 2 points = 80%+ 1 point = 75%+			
Total Score										0

Payoff = Total Score divided by 3, not to exceed 100%

MEMORANDUM OF UNDERSTANDING
REGARDING CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
JONES LANG LASALLE AMERICAS, INC.
Agency Tracking No. 32101-00124, EDISON Record ID 36239 (the "Contract")

This Memorandum of Understanding (this "Memorandum") is made and entered into as of this 28th day of June, 2013, by and between the **State of Tennessee, Department of General Services**, hereinafter referred to as the "State," and **Jones Lang LaSalle Americas, Inc.**, hereinafter referred to as the "Contractor." The following items are mutually understood and agreed by and between said undersigned parties:

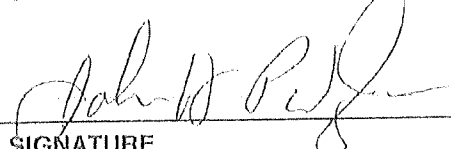
1. Service Level Standards. Attached hereto as Exhibit A is the service level standards, including the definition of an "emergency", which has been agreed to by the parties. Accordingly, the provisions of Section A.9.b.(2) have been satisfied.
2. Recycling. Contractor has developed, implemented and managed an efficient and cost-effective recycling program at each Facility, which program meets or exceeds all local, state and federal requirements. Contractor will continue to work with the State and the Tennessee Department of Environment and Conservation to further improve said recycling program. Accordingly, the provisions of Section A.9.d. have been satisfied.
3. ARCHIBUS. The State and Contractor have determined that no further protocols for the transfer of data from the Contractor-provided technology solution to the State's technology solution, Archibus, are necessary. Accordingly, the provisions of Section A.9.n.(3) have been satisfied.
4. Governance. Attached hereto as Exhibit B is: (i) the description of the teams and committees responsible for insuring that the parties comply with their obligations under the Contract and maximize the benefits that the State receives under the Contract; (ii) the process for reporting protocols and issue escalation; and (iii) the quality assurance program which has been agreed to by the parties. The parties have agreed to a list of standard reports which has been included in the Second Amendment to the Contract. Accordingly, the provisions of Section A.10.b. have been satisfied.
5. Budget. In accordance with Section C.3.g.(1), the parties have agreed to the budget attached hereto as Exhibit C. Exhibit C, for the purposes of the Contract shall be the Approved Budget (as defined in Section C.3.g.(1) for the current fiscal year.

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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF,

JONES LANG LASALLE AMERICAS, INC.:

 6-28-13
SIGNATURE DATE
JOHN H. PADGHAM, MANAGING DIRECTOR
PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES:

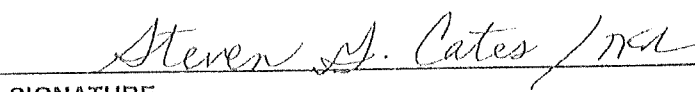
 6/28/13
SIGNATURE DATE
COMMISSIONER GENERAL SERVICES, STEVEN A. CATES
PRINTED NAME AND TITLE OF SIGNATORY (above)

Exhibit A

Services Level Standards

**STREAM/ Work Order Response & Completion
SLA Review – May, 2013**

Purpose:

Document is a means to determine and document agreement to/approval of response and completion times that will be utilized within the workflow.

Action Required:

- 1 – Verify if there is a pre-defined set of standard SLAs we must use in accordance with the MSA.
- 2 – If no SLA requirements in the MSA, establish set parameters.
- 3 – Understand items that fall within the scorecard.

Service Level Summary:

I. Call Center Metrics

	Name	Description	JLL Serv. Level	Approval
A	ASA (Average Speed to Answer)	Time between the individual dialing the toll free number to the time the phone is answered by a call center agent.	Monthly Average of all calls answered within 30 Seconds or Less	May 1, functional call
B	Abandon Rate	The calculated time after the announcement that measures inbound calls terminated prior to being answered by a call center agent.	Monthly Average of 5% or less.	May 1, functional call

II. Service Provider Priority Codes

	Name	Description	JLL Serv. Level	Approval
A	Emergency	Falls under a high priority, anything that has caused or threatens to cause business disruption or threatens assets or impacts life safety.	Response: 1 Hour Completion: 4 Hour	May 1, functional call
B	Urgent	Request of a non-emergency nature that will be investigated within one business day.	Response: 4 Hour Completion: 8 Hour	May 1, functional call
C	Normal	Standard SLA for non-emergency requests.	Response: 1 Day Completion: 3 Day	May 1, functional call
D	Routine	Items that fall out of a standard scope, inquiry for work.	Response: 2 Day Completion: 7 Day	May 1, functional call
E	Scheduled	Work Orders beyond a routine time frame, related to being scheduled.	Response: 30 Day Completion: 30 Day	May 1, functional call

Exhibit B

Governance

(see attached)

Governance Program

1. Governance Procedures

1.1 Overview of Governance Process

- The governance process under the Contract will have two tiers and will be comprised of the following two committees that collectively will manage the relationship ~~between State and Contractor:~~
 - Executive Steering Committee
 - Management Steering Committee (each, a "Committee" and together, the "Committees")
- The Committees will have the responsibilities and authorities set out below

1.2 Goals and Objectives

- (a) The goal of the governance process described in this Exhibit is to ensure effective performance and relationship management to create and sustain value for State by:
- Aligning Contractor's account organizational structure with State's strategy and business needs, functions and processes, and with State's governance organization
 - Establishing a mechanism by which State and Contractor can work cooperatively to implement appropriate best practice governance and management processes
 - Establishing responsibilities for the implementation of management processes, including processes for measurement and accountability for performance under the Contract
 - Establishing a mechanism by which proposed changes to the Contract can be raised, reviewed and approved
 - Developing a budgeting process that results in a clear delineation of spending
 - Defining escalation paths for resolution of issues
 - Defining program management and related methodologies at the State
 - Collaborating in the governance process described in this Exhibit

1.3 Executive Steering Committee

- (a) **Membership.** The Executive Steering Committee will comprise the following personnel:

State	Contractor
<ul style="list-style-type: none">○ Commissioner of Department of General Services○ Deputy Commissioner of STREAM○ COO & Deputy Commissioner○ CFO & Deputy Commissioner	<ul style="list-style-type: none">○ Account Oversight Executive(s)○ Solutions Development Executive

Account Oversight Executive(s) shall be executive level personnel at the Contractor having responsibilities or oversight over the State account.

Solutions Development Executive shall be an executive level person at the Contractor who is responsible for analysis of solutions that may benefit the State.

- (b) **Key Responsibilities/Authority.** The Executive Steering Committee has general financial and management oversight of the contract and will be principally responsible for the following:
- Creating a forum for top-to-top relationship management between State and Contractor to enable understanding of State's business strategy and evolving business needs, and to give Contractor an opportunity to contribute to this strategy with relevant industry insight and emerging trends
 - Ensuring business alignment between the parties through, inter alia, the analysis of State and Contractor business plans, oversight of any new or modified Services during the Term of the Contract or during any Disengagement Period, and setting of operational expenditures for future contract years in accordance with the terms of the Contract. As used herein, "Disengagement Period" means the period and any proceeding months described in section A.8 of the Contract
 - Monitoring Service delivery, including Transition Services
 - Oversight of changes to Key Performance Indicators (KPIs) and Service Levels
 - Reviewing the performance reports submitted by the Management Steering Committee
 - Reviewing current expenditures against the Approved Budget for the applicable fiscal year
 - Reviewing proposed budgets and other operational expenditures for other fiscal years
 - Communicating Contractor's performance to other State officials in the executive and legislative branches
 - Committing the resources required to maintain an effective working relationship
 - Oversight of proposed changes to the Contract in accordance with internal State procedures and limits of authority
 - Oversight of proposed operational and technical changes to the Services that would require an amendment to the Contract
 - Periodically reviewing and agreeing to the authority of the Management Steering Committee described in this section
 - Providing resources, guidance and direction to the Management Steering Committee
 - Resolving any items escalated by the Management Steering Committee
 - Review of regulatory and audit compliance status
- (c) **Meeting Frequency.** The Executive Steering Committee will initially meet quarterly and at other times as agreed between the parties (but not less than semi-annually) during the Term of the Contract or during the Disengagement Period. A Contractor representative shall chair the meetings. The meetings will take place either in person or via video or teleconference provided that at least once per year all members of the Executive Steering Committee will meet in person. Any in-person meetings will take place at the State's premises, unless otherwise agreed to by the parties. Each party shall bear its own costs to participate in the meetings, including any travel expenses.
- (d) **Meeting Agendas.** At a minimum, the Executive Steering Committee will address the following in each meeting:
- State current year plan and real estate / organizational objectives
 - Performance reports submitted by the Management Steering Committee

- Regulatory and audit compliance status
- Current improvement initiatives
- Change Control management – any proposed changes to the Contract or Services
- Review current expenditures against the Approved Budget for the applicable fiscal year
- Proposed budgets and other proposed operational expenditures for other fiscal years
- Previous action items, including previously escalated items
- Assignment of new action items
- Determination of time and place of next meeting

- (e) **Decisions/Recommendations.** The Executive Steering Committee shall render decisions or make recommendations only with the unanimous consent of all of the members.

1.4 Management Steering Committee

- (a) **Membership.** The Management Steering Committee will comprise the following personnel:

State	Contractor
○ Facilities Construction Manager	○ Contractor Alliance Director
○ Department of General Services Finance Director	○ Senior Facility Managers
○ State Contract Manager	○ Finance Manager
	○ Procurement Manager

Facilities Construction Manager shall be the State employee responsible for the coordination of capital construction in the Facilities.

Department of General Services Finance Director shall be the State employee responsible for the management of the Approved Budget at the State.

Senior Facility Managers are the Contractor employees responsible for the operational and technical oversight for the work performed on the account.

Finance Manager shall be the Contractor employee responsible for the financial management of the account for the Contractor.

Procurement Manager shall be the Contractor employee responsible for the procurement of Contractor Contracts.

- (b) **Key Responsibilities/Authority.** The Management Steering Committee will be principally responsible for the following:
- Reviewing Contractor's short-term and long-term activities and plans for the delivery of the Services
 - Overseeing implementation of these plans and activities
 - Managing organizational stability
 - Facilitating benchmarking processes
 - Establishing performance metrics where needed and coordinating these with contractually set Service Levels and KPIs
 - Reviewing reports prepared by the Contractor under the Contract

- Overseeing performance management (including tracking, managing and assessing operational performance) and compliance to audit requirements
 - Tracking and assessing Contractor cost / financial performance
 - Proactively addressing, coordinating and prioritizing operational, performance, financial and operational issues affecting Service delivery to State
 - Proactively addressing corrective action / preventive action and continuous improvement initiatives
 - Reviewing and responding to recommendations from and suggestions made by State and / or Contractor personnel regarding improvement of Service delivery to State
 - Reviewing proposed operational and technical changes to the Services
 - Reviewing current expenditures against the Approved Budget for the applicable fiscal year
 - Developing proposed budgets and other operational expenditures for other fiscal years
 - Reviewing, scheduling and monitoring implementation of changes to the Services approved under the Contract
 - Implementing directives from or recommendations made by the Executive Steering Committee
- (c) **Meeting Frequency.** The Management Steering Committee will initially meet monthly and at other times as agreed between the parties (but not less than quarterly) during the Term of the Contract or during the Disengagement Period. The Contractor Alliance Director shall chair the meetings. All meetings will take place in person at the State's premises, unless an alternative location is otherwise agreed to by the parties. Each party shall bear its own costs to participate in the meetings, including any travel expenses.
- (d) **Meeting Agendas.** At a minimum, the Management Steering Committee will address the following in each meeting:
- Contractor's short-term and long-term activities and plans for the delivery of the Services
 - Review of reports prepared by the Contractor under the Agreement
 - Regulatory and audit compliance status
 - Change Control management – any proposed changes to the Contract or Service
 - Improvement initiatives
 - Recommendations from and suggestions made by State and / or Contractor personnel regarding improvement of Service delivery to State
 - Review current expenditures against the Approved Budget for the applicable fiscal year
 - Proposed budgets and other operational expenditures for other fiscal years
 - Previous action items, including previously escalated items
 - Assignment of new action items, including new escalation items
 - Determination of time and place of next meeting
- (e) **Decisions/Recommendations.** The Management Steering Committee shall render decisions or make recommendations only with the unanimous consent of all of the members

- (f) **Issue Escalation.** Every effort to resolve issues at the lowest level will be implemented and then moved to the Management Steering Committee and Executive Steering Committee for resolution as needed.
 - (g) **Quality Assurance.** Contractor will provide senior leadership and resources with responsibility for quality assurance. Contractor shall monitor compliance with service level agreements and report to the Management Steering Committee with the results of such monitoring. Such results shall also be provided to the Executive Steering Committee.
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1.5 Appointment and Removal of Committee Members

- (a) Both State and Contractor will appoint to each Committee members with sufficient authority, expertise and experience to take on the responsibilities described, and to make the decisions required.
- (b) Both State and Contractor will appoint members at similar executive and management levels in each Committee, for each party to provide the appropriate focus on issues and to provide appropriate input to the other
- (c) The State may, at any time by written notice to Contractor, propose that Contractor remove from a Committee an individual appointed to such Committee by Contractor. Upon receipt of such notice, Contractor shall either attempt to address State's concerns regarding such individual or replace such individual with another similarly qualified person, in a prudent manner so as not to interrupt or adversely affect the Services.

Exhibit C

Approved Budget

FUNDS AVAILABLE (501.01)

60,866,600	501.01 FY14 Budget Request (Continuation Level)
(1,763,700)	FY14 Budget Reduction (Cost Efficiency from Outsourcing of FM)
<u>59,102,900</u>	501.01 FY14 Approved Budget

FUNDING ADJUSTMENTS

SERVICES OUTSIDE CONTRACT SCOPE

(25,900,000)	Utilities Expense (Inc. waste management)
458,700	Waste Mgt contracts that will transfer to JLL responsibility
(335,700)	Shuttle - State Employee
<u>(25,777,000)</u>	Sub-Total Services Outside Contract Scope

INTER-AGENCY STATE EXPENSES NOT BILLABLE TO CONTRACTOR

(2,307,100)	Inter-agency Expenses not billable to Contractor
204,000	Motor Vehicle Expenses to be paid by JLL going forward
9,600	Certain Security Services to be paid by JLL going forward
7,500	Certain Janitorial Services to be paid by JLL going forward
<u>(2,086,000)</u>	Sub-Total Inter-Agency State Expenses not Billable to Contractor

OTHER STATE EXPENSES NOT BILLABLE TO CONTRACTOR

(61,100)	Telecommunications
(12,400)	Printer Rental
(15,600)	Computer Supplies
<u>(89,100)</u>	Sub-Total Other State Expenses not Billable to Contractor

(27,952,100) **TOTAL 501.01 FUNDING ADJUSTMENTS**

FUNDS AVAILABLE 501.01 (ADJUSTED)

31,150,800	FY14 Funds Available (Adjusted)
	<i>** To be allocated at building level</i>

FUNDS AVAILABLE 501.02

4,000,000	501.02 FY14 Budget Request (Continuation Level)
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MEMORANDUM OF UNDERSTANDING

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